Item 1 – Cover Page

Firm Brochure Form ADV Part 2A

445 Hutchinson Avenue
Suite 800
Columbus, Ohio 43235
Phone: (614) 846-6000
Fax: (614) 846-6419

September 28, 2026

This brochure ("brochure") provides information about the qualifications and business practices of Signature Equity Partners, LLC ("Signature," "firm," "we," "our," and "us"). If you have any questions about the contents of this brochure, please contact us at the telephone number above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Please note that the use of the term "registered investment advisor" and description of our firm and/or our associates as "registered" does not imply a certain level of skill or training. Clients are encouraged to review this brochure and any brochure supplements ("brochure supplements") for more information on the qualifications of our firm and our associates.

Additional information about Signature is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Signature is 327455.

Item 2 – Material Changes

The date of our initial Brochure was September 29, 2025. Since that date, we have made the following material changes:

- Item 10 was updated to remove reference to The Ameriflex Group, Inc. which is no longer a part owner of Signature Equity Partners, LLC.

We will update this brochure and summarize in this Item 2 the occurrence of any material changes with respect to our advisory business in accordance with applicable law. All current clients will receive a Summary of Material Changes to this and subsequent brochures within 120 days of the close of our fiscal year and certain additional updates regarding changes with respect to our firm and our business practices as they may occur. Updated information concerning these changes will be provided to you free of charge. A Summary of Material Changes is also included within our brochure found on the SEC's website at www.adviserinfo.sec.gov. You can obtain additional information about our firm by searching for us on the foregoing website by our firm name or by our unique IARD/CRD number (327455).

A copy of this brochure will be provided to you free of charge by contacting us at the telephone number reflected on the cover page.

Item 3 – Table of Contents

Page

Item 1 – Cover Page 1
Item 2 – Material Changes 2
Item 3 – Table of Contents 3
Item 4 – Advisory Business 4
Item 5 – Fees and Compensation 12
Item 6 – Performance-Based Fees and Side-By-Side Management 20
Item 7 – Types of Clients 21
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss 21
Item 9 – Disciplinary Information 28
Item 10 – Other Financial Industry Activities and Affiliations 28
Item 11 – Code of Ethics, Participation or Interest in Client Transaction & Personal Trading 29
Item 12 – Brokerage Practices 30
Item 13 – Review of Accounts 32
Item 14 – Client Referrals and Other Compensation 33
Item 15 – Custody 34
Item 16 – Investment Discretion 34
Item 17 – Voting Client Securities 35
Item 18 – Financial Information 35

Item 4 – Advisory Business

A **Our Firm.** Signature Equity Partners, LLC is a Nevada limited liability company founded in 2023 by its Chief Executive Officer, Scott W. Armstrong. We are registered as an investment advisor with the United States Securities and Exchange Commission ("SEC"). Our principal offices are located in Columbus, Ohio.

The information contained in this brochure describes our investment advisory services, practices, and fees. Our investment advisory services are tailored to the unique needs and investment objectives of our clients. As used throughout this firm brochure, the words "Signature," "firm," "we," "our," and "us" refer to Signature Equity Partners, LLC and its investment advisor representatives ("IARs"), and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm.

Our investment advisory services are coordinated and delivered through a network of independent advisory affiliates ("Advisory Affiliates"), some of whom may conduct investment advisory business under their own independently owned business entity name or trade name. In these instances, the Advisory Affiliate's business entity name, trade name and/or logo will be used exclusively for marketing purposes, and the investment advisory services you receive from the Advisory Affiliate will be provided through Signature. Specifically, the underlying financial advisors of each Advisory Affiliate are registered as IARs of Signature. The Advisory Affiliate's underlying business entity is independently owned and operated, not a registered investment advisor, and is not affiliated with Signature.

Prior to forming an investment advisor-client relationship, we may offer a complimentary general consultation to discuss the nature of our advisory services and to explore how we might be able to best assist you in achieving your financial goals and objectives. Investment advisory services begin only after the client and Signature formalize their relationship by their joint execution of a written investment advisory agreement.

B C **Our Services.** We offer a variety of investment advisory services to clients. Our investment advice is always tailored according to each client's unique financial circumstances, objectives, and needs.

Clients may engage certain of Signature's advisory services on either a discretionary or non-discretionary basis. In a discretionary relationship, we will implement securities transactions within your investment account(s) without obtaining your specific approval for each transaction. This authority typically extends to allow us to hire and fire third-party money managers on your behalf and/or to reallocate your assets between third-party money managers. In a non-discretionary relationship, we must obtain your approval prior to implementing transactions within your investment account(s), *except* for instances where we seek to rebalance your account to an asset allocation you have previously approved or convert your existing mutual fund holdings to a lower-cost share class (when possible and in your best interests to do so). Please see Item 16 of this brochure for more information on our investment discretion policies.

Clients have the ability to impose reasonable restrictions on our management of their account(s), including the ability to instruct us not to purchase certain specific securities, types of securities, industry sectors, and/or asset classes. All such requests must be provided to us in writing. While we generally attempt to accommodate client account restrictions, we reserve the right to reject such limitations if we determine that they would frustrate our ability to provide services.

The investment advisory services offered through our network of Advisory Affiliates are described below:

VISION2020 WEALTH MANAGEMENT PLATFORM – PORTFOLIO MANAGEMENT SERVICES

We offer our clients ongoing and continuous portfolio management services under the "VISION2020 Wealth Management Platform," sponsored by VISION2020 Wealth Management Corporation ("Vision2020") (CRD No. 154149), an SEC registered investment advisor which is not affiliated with our firm. We refer to this collection of advisory programs as the "WMP Programs" throughout this brochure.

A summary of the WMP Programs follows below. Irrespective of the WMP Program selected, Signature will (i) consult with you at the inception of our advisory relationship and periodically thereafter, as necessary, to identify your investment goals, needs, limitations, and risk tolerance (collectively, your "Investor Profile") and (ii) monitor the performance of your investment portfolio on an ongoing basis and recommend changes as needed or appropriate, in consideration of current economic conditions, our market opinions and assumptions, and changes in your Investor Profile, financial circumstances, and goals. Clients are required to promptly notify us if there are changes in their financial situation, needs, and objectives which might necessitate an adjustment to their portfolio.

The WMP Programs we make available to clients are as follows:

Advisor Managed Portfolio Program ("Advisor Managed Portfolio Program")

Under the Advisor Managed Portfolio Program, we will analyze your Investor Profile and recommend a customized portfolio allocation tailored to your unique financial circumstances and goals. We will have the option to populate your portfolio with a mix of individual stocks, bonds, options, exchange traded funds ("ETFs"), mutual funds and other securities based on your investment needs. Portfolios are constructed along basic investment objective categories and are subject to client-imposed investment restrictions. You may choose to engage us on a discretionary or non-discretionary basis under this WMP Program.

Unified Managed Account Program ("Unified Managed Account Program")

Under the Unified Managed Account Program, we will analyze your Investor Profile and recommend an asset allocation model consisting of various asset classes such as equities, fixed income, cash and cash equivalents, and/or alternative investments. Subject to any client-imposed investment restrictions, we will create an asset allocation model comprised of (i) proprietary investment strategies designed and managed by third-party money managers[1] (collectively, "WMP Investment Managers") and/or by your IAR that generally invest in mutual funds, exchange traded products, equities, and/or bonds; (ii) individually selected mutual funds and ETFs (collectively, "Funds"); and/or (iii) a combination of the foregoing.

[1] Includes third-party money managers that have been (i) directly engaged by Vision2020 and (ii) other managers that have made their services available on the Unified Managed Account Program platform through a master agreement maintained between Vision2020 and Envestnet Asset Management, Inc. ("Envestnet"), an independent SEC registered investment advisor.

At an additional cost, certain Unified Managed Account Programs allow you to add tax management overlays and/or socially responsible investment overlays to your account. Please contact your IAR or Vision2020 for more information regarding these account overlay programs.

Within the Unified Managed Account Program, your investments will be managed in one or a series of Separately Managed Accounts ("SMAs"), Genesis Model Portfolios Accounts ("GMPA"), Unified Managed Accounts ("UMAs"), or Strategist Unified Managed Accounts ("SUMAs"). A description of each of these account structures is found below. Unified Managed Account Program accounts are managed exclusively on a discretionary basis, which means that our firm, Vision2020, and any underlying WMP Investment Managers are authorized to make allocation changes or trades without your prior approval of each specific transaction. In addition, our firm and Vision2020 are authorized to change your asset allocation model selections, WMP Investment Managers, or program account type without your prior approval based on our understanding of your financial goals and investment objectives.

Separately Managed Account ("SMA")

An SMA consists of a portfolio of assets managed by a professional investment firm and offers direct ownership of securities. An SMA can contain one or more WMP Investment Managers with each investing according to a specific strategy. In an SMA each WMP Investment Manager strategy is assigned to its own custodial account. The SMA may also contain Funds, generally used to compliment the WMP Investment Manager strategies employed within the SMA.

Genesis Model Portfolios Account ("GMPA")

The GMPA is a professionally managed mutual fund and exchange-traded fund asset allocation portfolio. A GMPA can contain one or more WMP Investment Managers, with each investing according to a specific strategy. The WMP Investment Managers selected are responsible for selecting the Funds within a portfolio and for making changes to the Funds selected. Each WMP Investment Manager strategy is assigned to their own custodial account. WMP Investment Managers in a GMPA offer both strategists directly contracted through Vision2020 and third-party managers contracted through Envestnet Asset Management, Inc.

Unified Managed Account ("UMA")

A UMA is comprised of similar investment options offered in an SMA and GMPA, in addition to investment strategies created by Signature's IARs. Unlike SMA and GMPA accounts, all WMP Investment Manager strategies, Funds, and other investments are held in a single custodial account. Based on your financial goals and investment objectives, Signature will, at its discretion, create an asset allocation model. Your asset allocation model is assigned investment strategies created and managed by WMP Investment Managers, Signature, or Funds. At your option, overlay management is provided to coordinate the trading activities of UMA Investment Managers, rebalancing, and optional tax management and socially responsible investment services.

Strategist UMAs ("SUMA")

A SUMA is an account comprised of similar investment options offered in a UMA, but unlike the UMA, all investments are selected by one WMP Investment Manager ("SUMA Manager") instead of Signature. Based on your financial goals and investment objectives,

Signature will, at its discretion, select a SUMA Manager. SUMA Managers will create portfolios that are made up of predominately SMAs, however the SUMA Manager can also include other Funds or WMP Investment Managers in the portfolio. The SUMA Manager is responsible for selecting the investments held within your portfolio and for making changes to the account at their discretion. At your option, overlay management is provided to coordinate the trading activities of SUMA Managers, rebalancing, and optional tax management and socially responsible investing services.

For further details related to the nature of the services and fees associated with participation in any of the WMP Programs, please see the separate written brochures related to each prepared by the WMP Program's sponsor, Vision2020. We will provide copies of these separate brochure(s) to you prior to your enrollment in any of the WMP Programs. Please read each applicable brochure thoroughly before investing. You may contact us or Vision2020 if you have any questions regarding the WMP Programs.

INDEPENDENT PORTFOLIO MANAGEMENT SERVICES

Separate from the WMP Programs, we also offer wholly independent portfolio management services. When you engage for these services, we will manage your designated investment accounts in accordance with our understanding of your unique financial circumstances, investment objectives, goals, and needs. You will be required to deposit your assets to an account (or accounts) held in your name at an independent qualified custodian and execute a limited power of attorney granting our firm trading authority over your account.

We will consult with you at the inception of our relationship and periodically thereafter, as necessary, to identify your investment goals, needs, limitations, and risk tolerance. Based on our analysis of these factors, we will recommend and implement a portfolio of investments and/or independent third-party money manager investment programs ("TPMMs") which we believe to align with your unique investment needs and objectives. We may also manage your account utilizing model portfolios designed by our firm or by TPMMs. We will monitor your account(s) on an ongoing basis (including any assets allocated to TPMMs) and implement or recommend changes to your portfolio as needed or appropriate, in consideration of current economic conditions, our market opinions and assumptions, and any material changes in your individual financial circumstances, goals, and needs.

These services may be engaged on a discretionary or non-discretionary basis.

THIRD PARTY MONEY MANAGER SELECTION AND MONITORING SERVICES

We offer TPMM selection and monitoring services that are tailored to your unique financial profile. We will consult with you at the inception of our relationship and periodically thereafter, as necessary, to identify your investment goals, needs, limitations, and risk tolerance. Based on our analysis of this information, we will recommend one or more TPMMs who have been vetted by our firm (or a third-party retained by Signature) for the management of your assets. All TPMMs recommended by Signature shall be registered investment advisors and shall be responsible to independently deliver to you a copy of their then current Form ADV Part 2A firm brochure at or prior to the time of their engagement by you. Clients are encouraged to carefully read and understand this document and to address any questions or concerns with us and/or the recommended TPMMs before engaging the recommended TPMMs for advisory services.

The TPMMs you select will directly manage your assets and shall be responsible for all day-to-day decisions and activities related to investment research, trading, portfolio reporting, and custodian reconciliations. Following the initial deployment of your assets, Signature will be responsible to monitor the performance of your TPMM-managed accounts and to make recommendations regarding the hiring/firing and/or reallocation of your assets among existing TPMMs. As a result of Signature and the selected TPMMs having different roles, you will typically be required to engage each in a separate written advisory agreement describing their respective services and advisory fees.

These services are non-discretionary in nature. You will make all final decisions regarding the hiring, firing, and allocation of your assets between TPMMs.

FINANCIAL PLANNING AND CONSULTING SERVICES

We offer financial planning and consulting services that are tailored to assist you in the management of your financial affairs in view of your unique financial circumstances, needs, limitations, and goals. We will work with you to determine the scope and topics to be covered by these services. Examples of typical financial planning and consulting issues we address for clients include, without limitation, the following:

- *Budgeting and Cash Management*: Assisting you in understanding cash inflows and outflows and setting and maintaining a sustainable budget.

- *Risk Management and Insurance Planning*: Evaluating areas of financial and other risk to your financial health and designing and recommending insurance coverage to protect your family, home, assets, and cash flow from the effects of unexpected events. Clients are advised that certain of Signature's IARs may act in their individual capacity as insurance agents and may recommend and sell insurance products to clients and collect insurance commissions in connection with such transactions. This arrangement creates conflicts of interest which are discussed in further detail in Item 5 of this brochure.

- *Financial Planning Relating to Specific Life/Business Events*: Providing you with specialized advice unique to events such as child birth, divorce, business transactions, real estate transactions, and other specific events, both planned and unplanned.

- *Estate Planning*: Advance planning for your incapacitation and/or death, including end of life care/disability planning, handling of your end of life financial affairs, and the management and distribution of assets upon your death in a tax and cost efficient manner.

- *Tax Planning*: Analysis of your tax circumstances and current tax regulations and designing tax efficient strategies intended to reduce your tax liabilities in the short and long term.

- *Retirement Planning*: Assisting you in the design and implementation of a long-term income and asset management plan intended to grow and protect your income and assets such that you can maintain your desired standard of living throughout your retirement.

- *Investment Planning/Investment Goal Setting*: Designing an overall plan for the investment and management of your assets, including investment accounts (taxable and non-taxable), personal property, real property, and business interests in a manner designed to achieve

your short- and long-term goals and objectives. Assisting you in determining appropriate investment goals and objectives.

- *Education Planning and Funding*: Analyzing and designing a plan to fund your and your family's educational needs.

These services are available either as part of an ongoing comprehensive financial planning relationship or on a one-time financial planning or project specific basis.

For ongoing engagements, we will consult with you at the inception of our relationship and periodically thereafter to obtain an understanding of your unique financial circumstances, goals, and key areas of financial concern. We will analyze the information and documents you provide and deliver an initial written financial plan, report, or summary of our observations and recommendations designed to address your unique financial situation, needs, and objectives. We will consult with you in person, by phone/tele-video conference, or by other means of communication (e.g., e-mail) for periodic reviews and updates of your financial plan and to track progress towards your goals. We will also remain reasonably available to consult with you on an as-needed basis regarding your financial plan and any common financial concerns you may have throughout our relationship. Ongoing engagements renew automatically on an annual basis unless otherwise terminated by Signature or the client.

For one-time and project specific engagements, you may select to receive broad-based financial planning services or advice regarding particular financial topics, concerns, or transactions. We will consult with you to obtain an understanding of your unique financial circumstances, goals, and key topics or transactions of financial concern. We will analyze the information and documents you provide and deliver a final written financial plan, report, or summary of our observations and recommendations designed to address your unique situation, needs, and objectives. For the most limited engagements, our advice may be conveyed to you solely via in-person consultations, by telephone/tele-video conference, and/or through e-mail correspondence. Once our final recommendations are delivered to you (whether in writing or otherwise) the engagement is concluded and no further update or review of our recommendations is provided. One-time engagements are typically completed within six (6) months of inception, assuming that all the information and documents we request are provided to us promptly.

Our financial planning services are non-discretionary in nature – you are never obligated to implement any of our recommendations and will make all final investment decisions. You will also be responsible for the selection of service providers and the implementation and ongoing monitoring of your investments.

While you are never obligated to utilize Signature for any further services, upon request, we may assist you with the implementation of certain financial planning recommendations we provide - additional fees may apply. Where you choose to engage us for portfolio management services following the delivery of our financial planning or consulting recommendations, we use our discretion to offset some or all of our financial planning fees against the fees to be charged for our ongoing portfolio management services.

Our financial planning services may include recommendations that you engage certain third-party professionals, for example, attorneys, accountants, and insurance agents. We do not provide you with any legal, tax, or accounting advice, opinions, or documents. We are not liable for the independent acts, errors or omissions of any recommended third-party providers and do not receive any compensation in connection with referring our clients to any third-party providers.

NON-DISCRETIONARY ADVISORY SERVICES

We offer non-discretionary advisory services that are tailored to assist our clients in the management of their financial accounts and affairs. These services are offered on a one-time, ongoing, or periodic basis and include the following offerings:

- *Investment Portfolio Monitoring:* We will periodically monitor portfolios or accounts designated by you and provide investment advice on a non-discretionary basis to you via phone/tele-video, e-mail, and/or in-person consultation. Investment advice may cover recommendations for asset allocation, investment portfolio construction, investment selection/strategy, TPMM selection/retention, or other services as selected by you.

- *Financial Consulting:* We will assist you in determining your personal financial goals and objectives and offer our recommendations regarding the allocation of your present financial resources among different types of assets.

- *Annual Account Reviews:* We will perform an annual review and consultation of selected investment accounts and recommend appropriate changes to your investments and recommendations for implementation of such proposed changes.

- *Securities Research:* We will perform investment research and provide advice with respect to specific securities, industries, or market sectors as specified by the client.

Our non-discretionary advisory services may include recommendations that the client engage certain third-party professionals, for example, attorneys, accountants, and insurance agents. We do not provide you with any legal, tax, or accounting advice, opinions, or documents. We are not liable for the independent acts, errors or omissions of any recommended third-party providers and do not receive any compensation in connection with referring our clients to any third-party providers.

RETIREMENT PLAN CONSULTING SERVICES

We offer retirement plan consulting services to employee benefit plans (each a "Plan") and their fiduciaries based upon the needs of the Plan and the services requested by the plan sponsor or named fiduciary. At the client's option and depending on the client's needs, we can be engaged for these services on a discretionary or non-discretionary basis. Our IARs do not provide legal, tax, accounting, or actuarial advice of any kind as part of these services. It is the Plan's responsibility to ensure that the Plan's investment policy statement ("IPS") and asset allocation choices comply with any legal, actuarial, or other requirements that apply to the Plan and that the Plan meets tax qualification requirements.

Our retirement plan consulting services are customized to suit the client, and may include some or all of the following, at the client's election: discretionary investment management services, non-discretionary investment advice to the Plan and/or its participants; IPS development assistance; plan menu design; review/selection of qualified default investment alternatives; review/selection of designated investment alternatives, recommendation and monitoring of investment options; evaluation of company stock (as an investment option); plan investment objective review; investment monitoring and reporting; plan design analysis; evaluation of service providers and preparation of requests for service; contract negotiation support; ongoing plan operation support; benchmarking studies and reviews; service provider monitoring; service provider transition/plan conversion support; participant education and communication strategy; employee education

meetings; group and individual enrollment meetings; participant phone and e-mail support; delivery of plan communications; review of plan progress against education strategy goals; fiduciary education services to plan committee; attendance and support for plan committee meetings; review of plan committee governance and structure; review of Employee Retirement Income Securities Act of 1974 ("ERISA") compliance; review of bonding and insurance coverage; and development and maintenance of plan fiduciary file.

Certain plans/clients that we may provide services to are regulated under ERISA. We will provide retirement plan consulting services to the plan sponsor and/or fiduciaries as described above for the fees set forth in Item 5 of this brochure. In providing services to any Plan and its underlying participants, our status is that of an investment advisor registered with the SEC. We are not subject to any disqualifications under Section 411 of ERISA. In performing fiduciary services for the client, if any, we are acting as a "fiduciary" of the plan as defined in Section 3(21) under ERISA, and in certain instances, as an "investment manager" as defined in Section 3(38) under ERISA. In all cases, our status under ERISA is clearly disclosed in a written advisory agreement. If there is any discrepancy between the disclosures in this paragraph and the agreement, the agreement shall govern.

D **Wrap Fee Programs.** Depending on your needs, we may manage your investment accounts through the WMP Programs. As described in Item 5 of this brochure, certain WMP Programs are offered exclusively as wrap fee programs, while others offer a wrap fee option. In a wrap fee structure, a single asset-based fee is paid to cover the costs of our advisory services, together with certain transaction costs, custodial fees, and other expenses incurred in connection with the management of your account (a "Wrap Account"). Signature receives a portion of the wrap fees you pay to participate in a Wrap Account under the WMP Programs. For further details related to the nature of the services and fees associated with your participation in the WMP Programs, please see the separate written brochures related to each prepared by the WMP Programs' sponsor, Vision2020.

Client accounts managed through the WMP Programs are generally managed using the same investment strategies as those managed outside the WMP Programs, *however,* clients should note that accounts managed through the WMP Programs may have access to certain WMP Independent Managers that are not available to accounts managed outside of the WMP Programs.

For Wrap Accounts, the fees for transactions executed in your account and fees charged by any underlying investment managers are included in the wrap fee you will pay for our services. As a result, you may be subject to a higher fees for a Wrap Account than an account where advisory fees, custodial charges, and transaction costs are charged separately (a "Non-Wrap Account"). Please consider that depending upon the level of the wrap fee charges, the amount of portfolio activity in your 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 Accounts are relatively less expensive for actively or frequently traded accounts. However, they may result in higher overall costs to the client in accounts that experience infrequent trading activity.

The Wrap Fee structure of certain WMP Programs may create an incentive for our IARs to trade your account less often or to invest your account in securities where transaction charges may be waived or reduced by the clearing firm or product sponsor. This creates a conflict of interest that you should consider when agreeing to participate in any of the WMP Programs under a Wrap Account arrangement.

Types of Investments Recommended. While we do not recommend one particular type of investment or asset class over any other and do not generally limit the types of investments we might recommend to clients, we primarily advise our clients regarding investments in equity securities (stocks), mutual funds, ETFs, real estate investment trusts ("REITs"), corporate debt securities (bonds), variable products (life insurance and annuities), and the engagement of suitable TPMMs and WMP Investment Managers. Depending on the client's financial circumstances, our investment advice may also concern other instruments, including, without limitation, options on equity securities, municipal securities, exchange traded notes, money market accounts, and U.S. government securities, among others. We may also provide advice on any type of "legacy investments" held in the client's portfolio at the inception of our advisory relationship.

Cash holdings are at times utilized within IARs' investment strategies for clients with generally more conservative investor profiles where securities, bonds, or other investment choices may not be appropriate. Cash holdings are also typically utilized within IARs' active/tactical investment management strategies for temporary liquidity purposes until appropriate securities can be identified and purchased.

Please see Item 8 of this brochure for a description of the investment strategies we typically implement in client accounts.

E **Assets Under Management.** As of June 30, 2026, we have $652,554,877 of discretionary and $35,542,080 of non-discretionary client assets under management to report.

Item 5 – Fees and Compensation

A B **Our Advisory Fees.** A description of the advisory fees we charge for each of our advisory services is below.

FEES FOR VISION2020 WEALTH MANAGEMENT PLATFORM PORTFOLIO MANAGEMENT SERVICES

Advisory fees in connection with the WMP Programs are as follows:

Advisor Managed Portfolio Program Fees

The Advisor Managed Portfolio Program is offered alternatively as either a "Non-Wrap Account" or a "Wrap Account". In both Wrap Account and Non-Wrap Account, you will pay a monthly or quarterly "Account Fee." Account Fees are charged in advance or arrears based upon either the market value of the assets held in your account as of the last business day of the billing period or the average daily value of your account during the billing period. Account Fees are determined by prorating the applicable rate in the annual Account Fee schedule for the number of calendar days in each billing period. In the event that additions to, or withdrawals from, your account are made in excess of $10,000 during any billing period, the Account Fee will be adjusted on a pro-rata basis. Unless otherwise agreed, fees for these services will be deducted directly from your account held at the qualified custodian. Our direct fee deduction policies are described below in this Item 5.

You and your IAR will negotiate the Account Fee schedule to be applied to your account which will be set forth in a Statement of Investment Selection executed jointly with Signature and Osaic/Vision2020 or a written investment advisory agreement executed with Signature at the inception of the relationship. Account Fees typically range between 0.25 – 1.75% of the value of your account per year but may vary outside this range based upon the nature and complexity of the

services for which we are engaged and your asset allocation; the requirements of your IAR and your relationship with your IAR; the size of your account; whether you have chosen a Wrap Account or Non-Wrap Account option; the potential for other business or clients; the amount of work anticipated; and the attention needed to manage your account, among other factors. The Account Fee schedule will be applied to your account either down the first dollar in your account or based on a blend of rates set forth in the Account Fee Schedule negotiated with your IAR. Your IAR will also determine the accounts that will be included in the same "household" with yours for purposes of calculating the Account Fee.

If you select a Wrap Account, the Account Fee you pay is inclusive of ticket charges for the purchase and sale of securities and certain other expenses as outlined in the investment advisory client agreement you will enter with Signature and Vision2020. If you select a Non-Wrap Account, the Account Fee you pay is exclusive of ticket charges, custodial fees, and other costs and expenses charged by the custodians and broker-dealers utilized to custody your assets and execute transactions for your account, which you will separately pay.

Termination provisions related to the Advisor Managed Portfolio Program are governed by the account opening documentation you will complete with the program sponsor, Vision2020.

Your Advisor Managed Portfolio Program Account fees are comprised of both Administrative Fees and Advisory Fees. A discounted Administrative Fee Schedule is available for certain Advisory Representatives that meet the qualifications. The discount will be based upon the aggregated total of Account Fee billings from all clients your IAR maintains in the Wealth Management Platform. The discount ranges can be a partial or full reduction of the Administrative Fee. If your Advisory Representative receives a discounted Administrative Fee, your Advisory Representative's compensation will increase or decrease by the amount of the discount received, but your Total Account Fee and cost will remain unchanged. You and your IAR should consider these conflicts of interest and the overall program fees and expenses when selecting the Advisor Managed Portfolio Program over other available services offered by your IAR and Signature.

For complete fee and termination details, including account fee schedule guidelines and a list of charges which are excluded from coverage in Wrap Accounts within the Advisor Managed Portfolio Program, please see the Vision2020 Advisor Managed Portfolio Program Brochure and the associated account opening documentation you will execute with Vision2020 upon deciding to participate in the program. We will provide this separate brochure to you prior to or concurrent with your enrollment in Advisor Managed Portfolio Program. Please read it thoroughly before investing.

A copy of the Vision2020 Advisor Managed Portfolio Program brochure is available free of charge by visiting https://adviserinfo.sec.gov/firm/brochure/154149.

Unified Managed Account Program Fees

The Unified Managed Account Program is offered *solely* as a Wrap Account. Clients are again reminded to consider that depending upon the level of the Account Fee charged, the amount of portfolio activity in your account, the value of services that are provided under the Unified Managed Account Program, and other factors, the Account Fee you will pay for these services may or may not exceed the aggregate cost of such services if they were to be provided separately. While there is no precise determinant for an actively traded account, if you are engaging in a small number of transactions per year, you should discuss in detail with your IAR if a Wrap Account is appropriate for your needs.

In a Wrap Account, you will pay a monthly or quarterly "Account Fee." Account Fees are charged in advance or arrears based upon either the market value of the assets held in your account as of the last business day of the billing period or the average daily value of your account during the billing period. Account Fees are determined by prorating the applicable rate in the annual Account Fee schedule for the number of calendar days for each billing period. In the event that additions to, or withdrawals from, your account are made in excess of $10,000 during any billing period, the Account Fee will be adjusted on a pro-rata basis. Unless otherwise agreed, fees for these services will be deducted directly from your account held at the qualified custodian. Our direct fee deduction policies are described below in this Item 5.

You and your IAR will negotiate the Account Fee schedule to be applied to your account which will be set forth in a written investment advisory agreement executed with Signature at the inception of the relationship. Account Fees typically range between 0.25 – 1.75% of the value of your account per year but may vary outside this range the nature and complexity of the services for which we are engaged and your asset allocation; the requirements of your IAR and your relationship with your IAR; the size of your account; the potential for other business or clients; the amount of work anticipated; and the attention needed to manage your account, among other factors. The Account Fee schedule will be applied to your account either down the first dollar in your account or based on a blend of rates set forth in the Account Fee Schedule negotiated with your IAR. Your IAR will also determine the accounts that will be included in the same "household" with yours for purposes of calculating the Account Fee.

The Account Fee you will pay in connection with your participation in the Unified Managed Accounts Program is composed of a "Program Fee" and an "Advisory Fee." The Program Fee portion covers the costs of WMP Investment Manager fees, fees charged by Envestnet for services provided by WMP Investment Managers they have sub-contracted with, custodial and trade execution costs, and if selected, socially responsible investing overlay and tax management overlay fees. The remainder of the Program Fee is retained by Vision2020 or its related persons. WMP Investment Manager fees may vary. Accordingly, the addition, subtraction, or substitution of WMP Investment Managers by your IAR may cause the Program Fee portion of the Account Fee to increase or decrease over time. The Advisory Fee portion is the remainder of the Account Fee and is paid to your IAR for their provision of advisory services to your account.

Your Unified Managed Account Program Account Fees are comprised of Advisory Fees, Investment Manager Fees, and Other Fees depending on the selected program (i.e. Envestnet, Custodian, Related Party Fees, and SRI/Tax Overlay Fees). Discounted Other Fees are available to certain IARs that meet the qualifications and also depend on the aggregated total Account Fee billings of all clients maintained by your IAR in the Wealth Management Platform. If your Advisory Representative receives a discounted Administrative Fee, your Advisory Representative's compensation will increase or decrease by the amount of the discount received, but your Total Account Fee and cost will remain unchanged. You and your IAR should consider these conflicts of interest and the overall program fees and expenses when selecting the Unified Managed Account Program over other available services offered by your IAR and Signature.

Termination provisions related to the Unified Managed Accounts Program are governed by the account opening documentation you will complete with the program sponsor, Vision2020.

For complete fee and termination details, including account fee schedule guidelines and a list of charges which are excluded from coverage in Wrap Accounts within the Unified Managed Accounts Program, please see the Vision2020 Unified Managed Accounts Program Brochure and

the associated account opening documentation you will execute with Vision2020 upon deciding to participate in the program. We will provide this separate brochure to you prior to or concurrent with your enrollment in Unified Managed Account Program. Please read it thoroughly before investing.

A copy of the Vision2020 Unified Managed Accounts Program brochure is available free of charge by visiting https://adviserinfo.sec.gov/firm/brochure/154149.

FEES FOR INDEPENDENT PORTFOLIO MANAGEMENT SERVICES

You and your IAR will negotiate an annual asset-based fee schedule to be applied to your account which will be set forth in a written investment advisory agreement executed with Signature at the inception of the relationship. We charge annual asset-based fees for these services typically ranging from 0.25% - 1.75% of the value of your account. On occasion, we may charge fees outside of this range based upon the complexity of your portfolio management needs, the investment strategy to be utilized, and other factors.

Fees may be calculated based upon a tiered fee schedule or a flat annualized percentage of the value of your account. The fee schedule will be applied to your account either down the first dollar in your account or based on a blend of rates set forth in the tiered fee schedule negotiated with your IAR.

Fees for these services are payable to us quarterly or monthly, in advance or in arrears, as will be set forth in our written investment advisory agreement with you. Fees shall be pro-rated for any partial billing periods occurring at the inception or termination of our relationship (based on the number of days services were provided) and for net additions to or withdrawals from your account of $10,000 or more (based on the transaction date). The specific fees you will pay and the frequency with which you will be required to pay them to Signature shall also be reflected in a written investment advisory agreement you will be required to enter at the inception of our relationship. Unless otherwise agreed, fees for these services will be deducted directly from your account held at the qualified custodian. Our direct fee deduction policies are described below in this Item 5.

Our asset-based fees for these services are calculated based on either the market value of your account (including cash balances) or the average daily balance of your account (including cash balances) as reported by the custodian of your assets. The custodian may use various pricing services such as Reuters and Standard & Poor's to price securities held in your account. For actively traded securities, these services use the actual last reported sale price. For less actively traded securities such as bonds, these services will use the appropriate valuation methodology to determine the value of the security. In rare instances where a market-based price for a holding in your account is unavailable or difficult to determine, alternative good faith valuation procedures may be followed. We will alert you whenever this circumstance may arise. You should contact us with any questions or concerns about the valuation of any investments held in your account.

Either party may terminate these services at any time on ten (10) days' advance written notice to the non-terminating party. Any unearned fees paid in advance shall be refunded to you on a pro-rata basis. Any fees incurred but not yet billed shall be immediately due and payable to our firm. Termination provisions relating to the services of any TPMM(s) are set forth in their separate advisory agreement with the client and/or their Form ADV Part 2A brochure.

FEES FOR THIRD PARTY MONEY MANAGER SELECTION AND MONITORING SERVICES

Advisory fees for these services consist of an annual fee calculated as a percentage of the market value of your assets under management as determined by the custodian. You will pay the account fee quarterly or monthly, in advance or in arrears, based upon the value of the assets held in your account. Fees shall be pro-rated for any partial billing periods occurring at the inception or termination of our relationship (based on the number of days services were provided) and for additions to or withdrawals from your account (based on the transaction date).

The annual fee consists of two components: (i) your IAR's advisory fee and (ii) an advisory fee paid to the selected TPMMs. Each of our IARs negotiates his or her own fee schedule with respect to the first component of the annual fee, which typically ranges between 0.25% and 1.25% per year of the value of your account.

The TPMM's selected by you will independently determine the amount and payment terms of the second component of the annual fee. Depending on the TPMMs selected by you, the TPMM portion of the fee may be represented on your account statement as one line item or two separate line items distinguishing the fee being paid to the TPMM and the fee being paid to Signature. We do not share in the TPMM's portion of the fee or act as a solicitor for any TPMM under this service offering. The advisory fee will be deducted from your account which is established at the custodian preferred by the selected TPMMs. TPMM fees for services provided (which may include a supervisory or administrative fee remitted back to the IAR's associated broker-dealer), their payment structure, termination provisions, and other aspects of the TPMM's investment advisory program are detailed in the TPMM's disclosure documents, which include, without limitation, the TPMM's Form ADV Part 2A and/or any associated wrap fee brochure(s), the TPMM's separate advisory agreement with the client and associated account opening documents, and/or those of the TPMM's recommended account custodian.

Where you engage only a single TPMM relationship and elect to terminate that relationship, we will contact you to see if you wish to continue your engagement of Signature for TPMM selection and monitoring services. Either party may terminate these services at any time on ten (10) days' advance written notice to the non-terminating party. Any unearned fees paid in advance shall be refunded to you on a pro-rata basis. Any fees incurred but not yet billed shall be immediately due and payable to our firm. Termination provisions relating to the services of any TPMM(s) are set forth in their separate advisory agreement with the client. The client is typically responsible for terminating their engagement with each TPMM.

Our advisory fees for TPMM selection and monitoring services are generally negotiable and individual clients may enter fee arrangements with us that are materially different from those described above.

FEES FOR FINANCIAL PLANNING AND CONSULTING SERVICES

Our IARs charge fixed fees (typically ranging from $500-$10,000) and/or hourly fees (typically ranging from $50-$300 per hour) for Financial Planning and Consulting Services. The amount of any fixed fee or the hourly fee rate applicable to your engagement is determined prior to the commencement of services based on the IAR's expectation of the complexity, time, research, and resources required to complete the requested financial planning and consulting services. Fixed fees must be paid in full at the commencement of our relationship or in periodic installments as set forth in the written financial planning or consulting agreement you will enter with Signature. Hourly fees are invoiced to the client either periodically or paid in full upon delivery of the written financial plan, report, or checklist.

Either party may terminate these services at any time on ten (10) days' advance written notice to the non-terminating party. In the event of termination, we shall be compensated with a pro-rated portion of the agreed upon fees based upon either the hours actually billed under an hourly billing arrangement or, in the case of fixed fee arrangements, based upon our good faith determination (which shall be conclusive and binding) of the total value of the advisory work performed through the date of termination. Any unearned fees paid in advance shall be refunded to you. Any fees incurred but not yet billed shall be immediately due and payable to our firm.

Our advisory fees for Financial Planning and Consulting Services are generally negotiable and individual clients may enter fee arrangements with us that are materially different from those described above.

FEES FOR NON-DISCRETIONARY ADVISORY SERVICES

Our IARs charge fixed fees (typically ranging from $500-$10,000) and/or hourly fees (typically ranging from $50-$300 per hour) for Non-Discretionary Advisory Services. The amount of any fixed fee or the hourly fee rate applicable to your engagement is determined prior to the commencement of services based on the IAR's expectation of the complexity, time, research, and resources required to complete the requested services. Fixed fees must be paid in full at the commencement of our relationship or in periodic installments as set forth in the written agreement you will enter with Signature. Hourly fees are invoiced to the client either periodically or paid in full upon completion of our services.

Either party may terminate these services at any time on ten (10) days' advance written notice to the non-terminating party. In the event of such termination, we shall be compensated with a pro-rated portion of the agreed upon fees based upon either the hours actually billed under hourly billing arrangements or, in the case of fixed fee arrangements, based upon our good faith determination (which shall be conclusive and binding) of the total value of the advisory work performed through the date of termination. Any unearned fees paid in advance shall be refunded to you. Any fees incurred but not yet billed shall be immediately due and payable to our firm.

Our advisory fees for non-discretionary advisory services are generally negotiable and individual clients may enter fee arrangements with us that are materially different from those described above.

FEES FOR RETIREMENT PLAN CONSULTING SERVICES

Advisory fees for retirement plan consulting services typically consist of either fixed annual fees or annual fees calculated as a percentage of the market value of the client's assets under management (typically ranging from 0.50% to 2.00% per year). Unless otherwise agreed, all such fees are payable quarterly, in arrears, from Plan assets and due thirty (30) days from the date of our delivery of an invoice (end of the quarter) to the client. This fee does not include certain indirect compensation that maybe received by the servicing IAR, including solicitor/promoter fees received from TPMMs in connection with non-fiduciary services (if applicable) and/or 12b-1 fees, revenue sharing or other firms of indirect compensation in connection with mutual fund investments allowable under applicable authority, as disclosed on the following website https://osaic.com/disclosures and in the written agreement entered with the client.

Either party may terminate these services at any time on ten (10) days' advance written notice to the non-terminating party. In the event of such termination, we will deliver a final billing statement

to the Plan for payment of fees for unbilled work performed prior to termination and reimbursement of expenses incurred through the effective date of termination, and the Plan will have a period of thirty (30) days within which to deliver payment.

Our advisory fees for retirement plan consulting services are generally negotiable and individual clients may enter fee arrangements with us that are materially different from those described above.

C **Additional Fees and Expenses.** As part of our investment advisory services, we may recommend that you invest in mutual funds, ETFs, REITs, variable products, and/or separately managed accounts managed directly by TPMMs, as the case may be. The fees that you pay to our firm are separate and distinct from the internal management fees and other expenses that may be charged to you by mutual funds, ETFs, REITs, variable products, and/or TPMMs. Except for Wrap Accounts, you will also pay account transaction charges, custodial, and/or brokerage fees and commissions, mark-ups and mark-downs, spreads paid to market makers, wire transfer fees and other fees and taxes associated with activity in your account. To fully understand the total costs you will incur you should review the prospectus of each mutual fund, ETF, REIT, variable product, and/or TPMM advisory program in which you are invested and the contractual arrangement with the custodian of your account. For information on our brokerage practices, please refer to Item 12 of this brochure

While we believe our advisory fees to be reasonable for the services provided, you are advised that lower fees for comparable services may be available from other sources.

D **Termination Policy.** Our termination policies are described above in this Item 5.

E **Compensation for Sale of Securities.** Most, if not all, of Signature's IARs are concurrently registered as "registered representatives" of Osaic Wealth, Inc. (f/k/a Royal Alliance Associates, Inc.) ("Osaic"), a registered broker-dealer and member of FINRA/SIPC and a registered investment advisory firm (CRD No. 23131) (each a "Dually Registered Person"). Osaic is not otherwise affiliated with our firm. Clients can enter into a separate commission-based arrangement with such individuals (but not with Signature directly) and Osaic for securities brokerage services (a "Brokerage Arrangement"). Investments made through the Brokerage Arrangement is separate from the advisory services we provide to you, and therefore, Signature does not have a fiduciary duty over such Brokerage Arrangement recommendations.

Under the foregoing arrangement, these Dually Registered Persons, acting in their capacity as registered representatives of Osaic, generally receive commissions, ongoing distribution fees (*i.e.,* trails), and other compensation based on sales of securities to clients through the above mentioned Brokerage Arrangement. This creates a conflict of interest insofar as such Dually Registered Persons have a financial incentive to sell securities to clients for which they may collect commissions. Alternatively, they may 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 investment advice on these products for an advisory fee. Clients are advised that fees paid to Signature for investment advisory services are separate and distinct from the commissions and/or other forms of compensation that may be earned by any Dually Registered Persons for selling securities products to clients through Osaic.

The receipt of securities related commissions by an individual associated with the firm presents a conflict of interest. As fiduciaries, we must act primarily for the benefit of our investment advisory clients. As such, we will only transact securities related business with clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to

our representatives and affiliates are appropriate. Clients are informed that they are under no obligation to use any individual associated with our firm for the purchase of securities products or services. Clients may use any broker-dealer they choose for purchase of these products and services. We encourage you to ask us about the conflicts of interest presented by the dual registration of our IARs.

Compensation for Sale of Insurance Products. Certain of our Advisory Affiliates are licensed insurance agencies and some of our IARs are licensed insurance agents acting either on behalf of such licensed insurance agencies or in their individual capacities as independent insurance agents and direct agent representatives of a specific insurance company or companies. Insurance related business is transacted with advisory clients and licensed individuals may receive commissions from insurance products sold to clients. Clients are advised that the fees paid to Signature for investment advisory services are separate and distinct from any commissions and fees earned by any individual associated with our firm (or Advisory Affiliate owned insurance agency) in connection with the sale of insurance products to clients. If requested by a client, we will disclose the amount of commissions expected to be paid in connection with the sale of any insurance product.

The receipt of insurance related commissions by any individual or Advisory Affiliate associated with Signature presents a conflict of interest. As fiduciaries we must act primarily for the benefit of our investment advisory clients. As such, we will only transact insurance related business with clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to our representatives and Advisory Affiliates are appropriate. Clients are informed that they are under no obligation to use any individual associated with our firm for the purchase of insurance products or services. Clients may use any insurance firm or agent they choose for purchase of these products and services. We encourage you to ask us about the conflicts of interest presented by the insurance licensure of our Advisory Affiliates and IARs.

Individual Retirement Account Rollover Disclosure. As part of our investment advisory services to you, we may recommend that you roll assets from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, an "IRA Account") that we will manage on your behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts. When we provide any of the foregoing rollover recommendations we are acting as fiduciaries within the meaning of Title I of the ERISA and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts.

If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the advisory agreement you executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to recommend the rollover to you (*i.e.,* receipt of additional fee-based compensation). You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule that requires us to act in your best interests and not put our interests ahead of yours.

Under this special rule's provisions, we must:

- meet a professional standard of care when making investment recommendations (give prudent advice);

- never put our financial interests ahead of yours when making recommendations (give loyal advice);
- avoid misleading statements about conflicts of interest, fees, and investments;
- follow policies and procedures designed to ensure that we give advice that is in your best interests;
- charge no more than a reasonable fee for our services; and
- give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover.

Note that an employee will typically have four options in this situation:

1. leaving the funds in your employer's (former employer's) plan;
2. moving the funds to a new employer's retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the advantages and disadvantages of both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

As an alternative to providing you with a rollover recommendation, we may instead take an entirely educational approach in accordance with the U.S. Department of Labor's Interpretive Bulletin 96-1. Under this approach, our role will be limited only to providing you with general educational materials regarding the pros and cons of rollover transactions. We may make no recommendation to you regarding the prospective rollover of your assets and you are advised to speak with your trusted tax and legal advisors with respect to rollover decisions. As part of this educational approach, we will provide you with materials discussing some or all of the following topics: the general pros and cons of rollover transactions; the benefits of retirement plan participation; the impact of pre-retirement withdrawals on retirement income; the investment options available inside your Plan Account; and high level discussion of general investment concepts (*e.g.,* risk versus return, the benefits of diversification and asset allocation, historical returns of certain asset classes, etc.). We may also provide you with questionnaires and/or interactive investment materials that may provide a means for you to independently determine your future retirement income needs and to assess the impact of different asset allocations on your retirement income. You will make the final rollover decision.

Item 6 – Performance-Based Fees and Side-By-Side Management

We do not charge any performance-based fees for our services or engage in side-by-side management of accounts.

Signature, its employees, staff, and its IARs (collectively, "Associated Persons") manage accounts which belong either to themselves, individually, or to their family or their affiliates (collectively, "Proprietary Accounts") while simultaneously managing client accounts. It is possible that orders for Proprietary Accounts may be entered opposite to orders for client accounts, pursuant to, for instance, a neutral allocation system, a different trading strategy, or trading at a different risk level. The management of any Proprietary

Account is subject to our Code of Ethics and the duty of our firm and its Associated Persons to exercise good faith and fairness in all matters affecting client accounts.

Item 7 – Types of Clients

We typically provide investment advice to individuals, high net worth individuals, retirement plans (e.g., 401k, pension, and profit-sharing plans) and their participants, corporations, and other business entities. Because each client is unique, they must be willing to be involved in the planning and ongoing processes of our management of their account. Such involvement does not have to be time consuming, however we want our clients to remain informed and have a sense of security about their investments.

The Advisor Managed Portfolio Program requires a minimum account size of $10,000. The Unified Managed Account Program requires a minimum account size of $5,500. The foregoing minimums may be waived for various reasons, including circumstances where the client intends to bring additional assets to Signature or the client's account depreciates in value. For further details related to these requirements, please see the separate written brochures related to each prepared by the WMP Program's sponsor, Vision2020.

While we generally do not require any minimum account size to engage our TPMM selection and monitoring services, certain TPMMs we may recommend to you under this program may have account opening minimums, account maintenance requirements, and/or minimum fee requirements. These minimums are outside of our control. Please consult the disclosure brochure of the recommended TPMM for more information on any account opening or minimum fee requirements.

There is no minimum opening account size or fee in connection with our financial planning and consulting services, non-discretionary advisory services, or retirement plan consulting services.

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

A **Our Methods of Analysis and Investment Strategies.** The types of investments we typically recommend are discussed in Item 4 of this brochure.

We may use some or all of the following *methods of analysis* in providing investment advice to you:

Fundamental Analysis: When using fundamental analysis, we attempt to determine the intrinsic value of target securities through a review of, among other things, company specific financial disclosures, the strength and track record of management personnel, industry sector financial health, and at a macro level, the overall direction of the economy at large. We use this information as a basis to determine if such securities are underpriced or overpriced relative to current market prices and then to make a buy or sell recommendation to you.

Relying on this type of analysis leaves open the risk that the price of a security may move along with the overall direction of the market, irrespective of the economic and financial factors which may have indicated that an opposite movement would have been expected. The main sources of information we rely upon when researching and analyzing securities using fundamental analysis include research materials prepared by others, annual reports, corporate rating services, prospectuses, and company press releases.

Technical Analysis: When using technical analysis, we analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company or security. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of overall market movement.

Asset Allocation: Rather than focusing on selecting the particular securities or other assets to invest for your account, we attempt to identify an appropriate ratio of various types of investments (for example, stocks, fixed income, and cash) suitable to investment goals, time horizon, and risk tolerance. A risk of asset allocation is that you may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate to meet with your investment goals.

Modern Portfolio Theory ("MPT"): A mathematical framework for assembling a portfolio of assets such that the expected return is maximized for a given level of risk, defined as variance. Its key insight is that an asset's risk and return should not be assessed by itself, but by how it contributes to a portfolio's overall risk and return. MPT assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk.

Sector Analysis: Sector analysis involves identification and analysis of various industries or economic sectors that are likely to exhibit superior performance. Academic studies indicate that the health of a stock's sector is as important as the performance of the individual stock itself. In other words, even the best stock located in a weak sector will often perform poorly because that sector is out of favor. Relying on this type of analysis leaves open the risk that the price of a security may move opposite the overall direction of its market sector.

Cyclical Analysis: Clinical analysis is the statistical analysis of specific events occurring at a sufficient number of relatively predictable intervals that they can be forecasted into the future. Cyclical analysis asserts that cyclical forces drive price movements in the financial markets. Risks include cycle inversion or disappearance. There is no expectation that this type of analysis will pinpoint turning points, instead it may be used in conjunction with other methods of analysis.

Mutual Fund and ETF Selection and Analysis: We evaluate and select mutual funds and/or ETFs for your account based on several factors which may include, without limitation, (1) the experience and track record of the underlying portfolio manager(s), (2) the performance of the mutual fund or ETF over time and through various market conditions; (3) expected market conditions that might impact the underlying holdings of the mutual fund or ETF or applicable market sector; and (4) whether and to what extent the underlying holdings of the mutual fund or ETF overlap with other assets held in your account. We also monitor the mutual fund or ETF in an attempt to determine if the fund is continuing to follow its stated investment strategy.

A risk of mutual funds and ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A fund manager's past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of the fund are determined by independent fund managers and may change overtime without advance warning, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping

holdings should decrease. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the mutual fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

Third Party Money Manager ("TPMM") Selection and Analysis: This is the analysis of the experience, investment philosophies, and past performance of independent money managers in an attempt to determine if they have demonstrated an ability to invest over a period of time and in different economic conditions. Key factors we consider when evaluating money managers are their investment process and philosophy, risk management methods and procedures, historical performance, investment strategy and style, fees and operating expenses, assets under management and number or clients, and tax-efficiencies. Our evaluation may also incorporate both qualitative and quantitative fundamental analysis to validate and confirm a money manager's investment style and skill, as well as to compare them to other money managers of similar style. We may utilize various research databases, proprietary models, financial periodicals, prospectuses and filings with the SEC, industry contacts and manager data, among other items, as part of the research process. Monitoring the money manager's underlying holdings, strategies, concentrations, and leverage as part of our overall periodic risk assessment may complete the analysis. As part of the due-diligence process, the money manager's compliance and business enterprise risks may be surveyed and reviewed.

Methods of analysis such as charting, fundamental, technical, or cyclical analysis and/or other methods may be used by the money managers we help select or recommend to clients. Please refer to the disclosure brochure of the money manager for more information.

We may use the following *investment strategies* in managing client accounts:

Long-term Purchases: We may recommend a long term, passive, "buy and hold" approach to investing client assets. In this type of investment strategy, we suggest the purchase of securities with the idea of holding them in a portfolio for a year or longer. Typically, we employ this strategy when (1) we believe the securities to be currently undervalued, and/or (2) we want the portfolio to have exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the recommendation to sell.

Short-term Purchases and Trading: We may recommend the purchase of securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we recommend for purchase. We may also suggest the purchase of securities with the idea of selling them in an even shorter time frame (typically within 30 days or less). We do this in an attempt to take advantage of our predictions of brief price swings.

The use of a short-term purchase or trading strategy poses risks should the anticipated price swing not materialize. We would be left with the option of having a long-term investment in a security that was designed to be a short-term purchase or potentially taking a loss. In addition, these strategies involve more frequent investment transactions than does a longer-term strategy and may result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

Short Sales: In some instances, we may recommend short sales of securities. In a short sale, the client borrows securities and sells them with the expectation that the client will be able to re-purchase the same securities at a lower price in the future and return the borrowed securities to the lender. If the price of the security sold short increases, the client's account would incur a loss, since the securities borrowed must now be re-purchased at a higher cost than they were sold. Conversely, if the price of the borrowed securities declines, the client can purchase new shares to replace those borrowed and the client's account would realize a gain.

Options: We may suggest the use of options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative because it derives its value from an underlying asset.

The two types of options are calls and puts:

A call gives the holder the right to buy an asset at a certain price within a specific period of time. We may suggest the purchase of a call option(s) if we have determined that the stock will increase substantially before the option expires.

A put gives the holder the right to sell an asset at a certain price within a specific period of time. We may suggest the purchase of a put option(s) if we have determined that the price of the stock will fall before the option expires.

We may use options to speculate on the possibility of a sharp price swing. We may also suggest the use of options to "hedge" a purchase of the underlying security; in other words, we may suggest an option purchase to limit the potential upside and downside of a security we previously recommended for purchase.

We may use "covered calls," in which we suggest the sale of an option on a security already within a particular portfolio. In this strategy, the portfolio will receive a fee for making the option available, and the person purchasing the option has the right to buy the security from you at an agreed-upon price.

We may use a "spreading strategy," in which we recommend purchasing two or more option contracts (for example, a call option for the client to buy and a call option for the client to sell) for the same underlying security. This effectively puts the portfolio on both sides of the market, but with the ability to vary price, time, and other factors.

B **Summary of Investment Risks.** We act as your fiduciary in rendering investment advice. We cannot and do not warrant or guarantee any particular level of investment performance or that any investment will be profitable over time. **Investing in securities involves risk of loss that clients should be prepared to bear.** You assume all market risk involved in the investment of your account assets. Investments are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to you for:

- any loss that you may suffer by reason of any investment recommendation or decision we made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or

- any independent act or failure to act by any custodian of your asset(s).

C **Investment Risks Related to Recommended Investments.** While all investing involves risks and losses can and will occur, we typically recommend a broad and diversified allocation of mutual funds and other securities intended to reduce the specific risks associated with a concentrated or undiversified portfolio. Nonetheless, investing in securities involves risk of loss that you should be prepared to bear. You should consider the following high-level summary of investment risks. This list is not intended to be an exhaustive description of all risks you may encounter in engaging our firm for advisory services. We encourage you to inquire with us frequently about the risks related to any investments in your account.

Risk of Loss: Securities investments are not guaranteed, and you may lose money on your investments. As with any investment manager that invests in common stocks and other equity securities, our investment recommendations are subject to market risk—the possibility that securities prices will decline over short or extended periods of time. As a result, the value of your account(s) will fluctuate with the market, and you could lose money over short or long periods of time. You should recognize whenever you determine to invest in the securities markets your entire investment is at risk. Clients should not invest money if they are unable to bear the risk of total loss of their investments.

Economic Risk: The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings in such countries, the investment instrument will generally be subject to a higher level of economic risk.

Financial Risk: Financial risk is represented by internal disruptions within an investment or the issuer of an investment that can lead to unfavorable performance of the investment. Examples of financial risk can be found in cases like Enron or many of the "dot com" companies that were caught up in a period of extraordinary market valuations that were not based on solid financial footings of the companies.

Market Risk: The value of your portfolio may decrease if the value of an individual company or multiple companies in the portfolio decreases or if our belief about a company's intrinsic worth is incorrect. Further, regardless of how well individual companies perform, the value of your portfolio could also decrease if there are deteriorating economic or market conditions. It is important to understand that the value of your investment may fall, sometimes sharply, in response to changes in the market, and you could lose money. Investment risks include price risk as may be observed by a drop in a security's price due to company specific events (*e.g.,* earnings disappointment or downgrade in the rating of a bond) or general market risk (*e.g.,* such as a "bear" market when stock values fall in general). For fixed-income securities, a period of rising interest rates could erode the value of a bond since bond values generally fall as bond yields go up. Past performance is not a guarantee of future returns.

Interest Rate Risk: Certain investments involve the payment of a fixed or variable rate of interest to the investment holder. Once an investor has acquired or has acquired the rights to an investment that pays a particular rate (fixed or variable) of interest, changes in overall interest rates in the market will affect the value of the interest-paying investment(s) they hold. In general, changes in

prevailing interest rates in the market will have an inverse relationship to the value of existing, interest paying investments. In other words, as interest rates move up, the value of an instrument paying a particular rate (fixed or variable) of interest will go down. The reverse is generally true as well.

Options Risk: Transactions in options carry a high degree of risk. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced. If you buy an option, your risk is defined because the most that you can lose is your investment — or the premium you paid for the option — plus commissions.

Third Party Money Manager ("TPMM") Risk: A TPMM's past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of your TPMM managed account(s) are determined by the TPMM directly, and may change overtime without advance warning to us, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping holdings should decrease. There is also a risk that a TPMM may deviate from the stated investment mandate or strategy of the account, which could make the holding(s) less suitable for the client's portfolio. Our firm does not control any TPMM's daily business and compliance operations, and thus our firm may be unaware of any lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Short Sale Risk: Short sales involve greater reliance on the firm's ability to accurately anticipate the future value of an instrument, potentially higher transaction and other costs, and the potential for unlimited loss since there is theoretically no limit to the increase in the value of the securities sold short. An account holding both long and short positions could have long positions decline in value at the same time that the value of short positions increases, thereby increasing the account's overall potential for loss to a greater extent than would occur without the use of shorting.

Short positions also involve the risk that the third-party to the short sale fails to honor its contract terms and the risk of margin calls. Typically, most broker-dealers which will lend shares to clients require that they client maintain a margin account with a minimum equity requirement ranging between 30% - 35% of the value of any borrowed shares sold short. If the value of the collateral in your margin account drops below the minimum equity requirement, your broker-dealer may require you to deposit more cash or securities to your margin account to cover the shortfall immediately.

Risks Related to Analysis Methods: Our analysis of securities relies in part on the assumption that the issuers whose securities we recommend for purchase and sale, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

Securities Transactions at the Direction of Clients: Irrespective of whether you engage us on a discretionary or non-discretionary basis, and depending on your custodial arrangement, you may maintain the concurrent ability to direct securities transactions within your account held at the

custodian. Our firm is not responsible for the consequences of your self-directed investment decisions and transactions.

Interim Changes in Client Risk Tolerance and Financial Outlook: The particular investments recommended by our firm are based solely upon the investment objectives and financial circumstances disclosed to us by the client. While we strive to meet with clients at regular intervals (at least annually, unless otherwise agreed) to discuss any changes in the client's financial circumstances, the lack of constant and continuous communication presents a risk insofar as your liquidity, net worth, risk tolerance and/or investment goals could change abruptly, with no advance notice to our firm, resulting in a mis-aligned investment portfolio and the potential for losses or other negative financial consequences.

Structured Products Risks: Some common types include, but are not limited to, principal protected notes, market linked CDS, reverse convertible notes, enhanced participation or leveraged notes, and hybrid notes that combine multiple characteristics. Structured Products in general do not represent ownership of any portfolio of assets but rather are promises to pay made by the product issuers. Risks include, but are not necessarily limited to, loss of principal, loss of interest payments, uncertain tax consequences, performance, liquidity, opportunity, interest rate, credit issuer, call, and derivatives risk. As may be applicable to a specific investment, other considerations clients should take into account before investing in Structured Products include, but are not limited to, complexity, payoff structure, participation rates, capped maximum returns, knock-in/trigger feature, and underlying asset dividends/distributions. Investment may be limited to accredited or otherwise qualified investors and may be limited to a certain % of client liquid net worth.

Structured Exchange Traded Products: These 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 issuer constructs a defined outcome profile, including the stated downside protection, while capping the gains. These investments are designed to cover some losses, but do not guarantee complete protection against loss. Structured Exchange Traded Products 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. Risks include, but are not necessarily limited to, option, inflation, interest rate, liquidity, manager, counterparty, and concentration risk.

Cryptocurrency Exchange Traded Products Risks: These are a basket of cryptocurrency assets that tracks or approximates the price performance of one or more cryptocurrencies. These offer investors exposure to prices of underlying cryptocurrency instruments, without the investor owning the assets directly. They may be structured as an Exchange Traded Fund ("ETF") or Exchange Traded Note ("ETN") 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. Additional risks include, but are not necessarily limited to, price volatility, cryptocurrency custody, counterparty, regulatory, illicit uses, decentralized network, potential tracking error, potential limitations on liquidity, manager, market, and credit risks.

It is your continuing and exclusive responsibility to give us complete information and to notify us of any changes in your financial circumstances, income level, investment goals or

employment status. We encourage you to contact us regularly and promptly to discuss any such changes.

Item 9 – Disciplinary Information

Signature is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. We have no information to disclose under this Item 9.

Item 10 – Other Financial Industry Activities and Affiliations

A **Registration as a Broker-Dealer or Registered Representative of a Broker-Dealer.** Signature is not registered as a broker-dealer; however, as disclosed at Item 5, certain IARs of our firm may concurrently act as registered representatives of Osaic, an unaffiliated broker-dealer. Please see Item 5 for disclosure of the conflicts of interest presented by this arrangement and how we address them.

B **Futures or Commodities Registration.** Neither Signature nor any of its personnel are or intend to become registered as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of any of the foregoing.

C **Material Relationships.** In addition to the relationships and affiliations described in Item 5 of this brochure, and since our Advisory Affiliates may conduct their investment advisory business under their own independently owned business entity, they have the ability to engage in certain other business activities separate from the investment advisory activities they conduct through Signature. Some of Signature's IARs are permitted to be employed by, or own, a financial services business entity, including an investment advisory business, separate from Signature. The recommendation of your IAR to utilize the services of their related person creates a conflict of interest insofar as your IAR may have a financial incentive to do so. Clients should be aware that these situations can exist. IARs may conduct outside business activities that may include, without limitation, offerings of tax preparation, legal, insurance, and/or real estate related services. These outside business activities are disclosed in the individual Form ADV Part 2B brochure supplements related to each of our IARs. Clients are never obligated to engage any of our IARs or Advisory Affiliates for any tax preparation, legal, insurance, and/or real estate related services.

As described in Item 5, since the fees billed to Wealth Management Platform accounts are comprised of both Program fees and Advisor fees, your IAR may have an incentive to select WMP Investment Managers with lower Program Fees in order to increase the portion of the Account Fees retained by the IAR. Additionally, when your IAR increases the total assets managed within the Wealth Management Platform, discounts for certain program related fees are granted by the Program sponsor. This creates an incentive to recommend this WMP Program over other available programs to increase the portion of the account fees retained by the IAR. Also, your IAR has a financial incentive to select Funds for your account which charge waived or reduced transaction fees. You and your IAR should consider these conflicts of interest and the overall program fees and expenses, including internal fund expenses, when selecting these underlying WMP Investment Managers and other portfolio investments.

Through common ownership and control, Signature is affiliated with Signature Financial Group, LLC. Signature Financial Group, LLC is a licensed insurance agency with the State of Ohio and licensed in various other states. IARs that are also insurance licensed under the Signature Financial

Group, LLC agency act as insurance agents appointed with various life, disability or other insurance companies, receive commissions, trails, or other compensation from the respective product sponsors and/or as a result of effecting insurance transactions for clients. As previously described in Item 5, the receipt of insurance related commissions by any individual or Advisory Affiliate associated with Signature presents a conflict of interest. As fiduciaries we must act primarily for the benefit of our investment advisory clients. As such, we will only transact insurance related business with clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to our representatives and Advisory Affiliates are appropriate. Clients are informed that they are under no obligation to use any individual associated with our firm for the purchase of insurance products or services. Clients may use any insurance firm or agent they choose for purchase of these products and services. We encourage you to ask us about the conflicts of interest presented by the insurance licensure of our Advisory Affiliates and IARs.

D **Recommendation of Other Advisors.** We recommend WMP Investment Managers and TPMMs to clients as part of various different investment advisory services as described in Item 4 of this brochure. We do not receive any additional compensation, either directly or indirectly, in connection with recommendations or allocations of client accounts to such third-parties.

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

A **Our Code of Ethics.** We subscribe to an ethical and high standard of conduct in all our business activities in order to fulfill the fiduciary duty we owe to our clients. Included in these ethical obligations is the duty to put our clients' interests ahead of our own along with the duties of loyalty, fairness, and good faith towards our clients. We disclose to clients material conflicts of interest which could reasonably be expected to impair our rendering of unbiased and objective advice.

Signature has a Code of Ethics ("Code") which all its Associated Persons are required to follow. The Code outlines proper conduct related to all services provided to clients and will be made available to you, free of charge, upon request by contacting us at the phone number listed on the cover page of this brochure. Prompt reporting of internal violations is mandatory. Our management personnel evaluate employee performance regularly to ensure the quality of our services and compliance with our Code.

Designed to prevent conflicts of interest between the financial interests of clients and the interests of the firm and our Associated Persons, the Code requires, among other procedures, our "access persons" to report their personal securities transactions quarterly and to report all securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain Associated Persons' securities purchases and sales based on transactions made, or anticipated to be made, in the same securities which may be purchased or sold for client accounts. The Code is required to be reviewed annually and updated as necessary.

B-D **Material/Proprietary Interests in Securities Recommended to Clients.** Our firm and our Associated Persons do not have any proprietary or material interests in or any role in the management of any companies or investments that we recommend to our clients.

Personal Trading; Participation or Interest in Client Transactions. As described in Item 6 of this brochure, Signature and/or its Associated Persons manage Proprietary Accounts. Proprietary

Accounts may buy and sell some of the same securities as we buy or sell for client accounts. This practice creates an actual conflict of interest with our clients insofar as our firm or its Associated Persons have a financial incentive to trade in securities for Proprietary Accounts in advance of or opposite to transactions in the same securities for client accounts. To address this conflict, our policy is that, assuming the purchase or sale is otherwise appropriate for the subject client accounts, we will purchase or sell securities for our clients' accounts, as the case may be, before purchasing or selling any of the same securities for any Proprietary Accounts. In some cases we may buy or sell securities for our own account for reasons not related to the strategies adopted by our clients.

In summary, our practice of buying and selling for Proprietary Accounts the same securities that we buy or sell for client accounts is restricted by the following controls:

- we are required to uphold our fiduciary duty to our clients;
- we are prohibited from misusing information about our clients' securities holdings or transactions to gain any undue advantage for ourselves or others;
- we are prohibited from buying or selling any security that we are currently recommending for client accounts, unless we place our orders after client orders have been executed; and
- we are required to periodically report our securities holdings and transactions to the firm's Chief Compliance Officer, who must review those reports for improper trades.

We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interest of all the accounts we advise.

We will disclose to advisory clients any material conflict of interest relating to our firm or our Associated Persons which could reasonably be expected to impair the rendering of unbiased and objective advice.

Item 12 – Brokerage Practices

A **Recommendation of Broker-Dealers; Duty of Best Execution; Directed Brokerage; and Soft Dollar Practices.** Although clients may request that we utilize their preferred broker-dealer or custodian, we generally recommend that clients engage the brokerage and custodial services of one or more of the following broker-dealer firms: (i) Osaic, (ii) Pershing, LLC, 1 Pershing Plaza, Jersey City, NJ 07399 ("Pershing"); (iii) National Financial Services, LLC, 245 Summer Street, Boston, MA 02210 ("NFS"); and/or (iv) Charles Schwab and Co., Inc., 3000 Schwab Way, Westlake, Texas 76262 ("Schwab," and collectively with Osaic, Pershing, and NFS, the "Brokers").

Clients are advised that our Dually Registered Persons have an incentive to recommend the Brokers to clients. For example, our Dually Registered Persons typically pay certain fees to Osaic in order to maintain their affiliation as registered representatives of Osaic. In some instances, our Dually Registered persons may receive a credit or offset of these fees to the extent they custody client assets with Osaic or conduct certain securities or insurance business through Osaic or its affiliates. We further typically access TPMMs through turn-key asset management programs (a "TAMP Platforms"), such as the platform offered by Envestnet. All VISION2020 Wealth Management

Platform Program accounts will be maintained and custodied on a fully disclosed basis by either Pershing or NFS.

The client will make the final decision regarding the custodian or TAMP Platform to be used by signing the selected firm's account application. Aside from the arrangements with respect to certain Dually Registered persons described in Item 5 of this brochure, we are not affiliated with any of the recommended Brokers or any TAMP Platform.

In recommending broker-dealers to you, we have an obligation to seek the *"best execution"* of transactions in your account. This duty requires that we seek to execute securities transactions for clients such that the total costs or proceeds in each transaction are the most favorable under the circumstances. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of the recommended broker-dealer's services. The factors we consider when evaluating a broker-dealer for best execution include, without limitation, the broker-dealer's execution capability, commission rates, financial responsibility, investment options, level of responsiveness and customer service, trading capabilities/trading technology, research services and/or ancillary brokerage services provided, and other factors that we consider relevant.

Therefore, we will seek competitive commission rates, but we may not obtain the lowest possible commission rates for specific account transactions. With this in consideration, our firm will continue to recommend that clients use the Brokers until their respective services do not result, in our opinion, in best execution of client transactions.

If the client selects the broker-dealer other than those we recommend (*i.e., directed brokerage*), we may be unable to seek best execution of your transactions, and your commission costs may be higher than those of the Brokers we typically recommend to clients. For example, in a directed brokerage account, you may pay higher brokerage commissions and/or receive less favorable prices on the underlying securities purchased or sold for your account. In addition, where you direct brokerage, we may place orders for your transactions after we place transactions for clients using our recommended Brokers. We reserve the right to reject your request to use a particular broker-dealer or custodian to the extent such selection would frustrate our ability to manage your account.

The Brokers and/or TAMP Platforms we recommend to you may provide us with certain brokerage and research products and services that qualify as "brokerage or research services" under Section 28(e) of the Securities Exchange Act of 1934 ("Exchange Act"). This is commonly referred to a *"soft dollar"* arrangement. These research products and/or services will assist us in our investment decision making process. Such research generally will be used to service all of our client accounts, but brokerage charges and similar fees paid by the client may be used to pay for research that is not used in managing that specific client's account. Your account may pay the Brokers a charge greater than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the charge is reasonable in relation to the value of the brokerage and research services received.

Signature and its Associated Persons receive other benefits in connection with their recommendation of the Brokers and/or TAMP Platforms to clients, such as software and other technology that (i) provides access to client account data (such as trade confirmations and account statements); (ii) facilitates trade execution for client accounts; (iii) provides research, pricing and other market data; (iv) facilitates payment of fees from its client accounts; and (v) assists Signature with back-office functions, recordkeeping, and client reporting.

Other services we receive may include, but are not limited to, performance reporting, contact management systems, third-party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third-party service providers who provide a wide array of business related services and technology with whom we may contract directly.

We do not pay a fee (or pay reduced fees) for these products/services and all client accounts may not be the direct or exclusive beneficiary of such products/services. The receipt of such services and information creates a conflict of interest, since we are incentivized to recommend the Brokers and/or TAMP Platforms to clients based upon our desire to continue to receive these services, rather than purely based on our obligation to obtain best execution of transactions for clients.

Except as described above, we do not receive any other compensation or incentive for referring you to broker-dealers for brokerage trades or TAMP Platforms for access to TPMMs, nor do we receive client referrals in exchange for directing client transactions to any broker-dealer or TAMP Platform.

B **Trade Aggregation.** We are authorized in our discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and other transactions in the same or similar securities or instruments for other Clients. IARs typically do so when they believe it would be provide fair and favorable execution when many Clients' accounts need to be traded at the same time. When transactions are aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price obtained.

Please note that stock exchange regulations may in certain instances prevent the executing broker-dealer from delivering to the account a confirmation slip with respect to its participation in the aggregated transaction and, in such event, we will advise the Client in writing of any purchase or disposition of instruments for the account with respect to any such aggregated transaction. We direct that confirmations of any transactions effected for a Client to be sent, in conformity with applicable law, to the Client.

The trade aggregation and allocation practices of mutual funds, ETFs, WMP Investment Managers, and TPMMs are disclosed in their respective prospectuses and disclosure brochures. We encourage you to review those documents carefully to understand the trade aggregation and allocation practices of these third parties.

Item 13 – Review of Accounts

A **Account Review Policies.** WMP Program accounts, independent portfolio management services accounts, and TPMM selection and monitoring services accounts are monitored on an ongoing basis and are formally reviewed periodically, but not less than annually. Retirement plan consulting services accounts receiving ongoing investment management services, non-discretionary portfolio management services, and/or investment monitoring services are monitored and reviewed on the same basis. Formal account reviews for the foregoing account types are typically conducted by the IAR with whom the client regularly works, however, the specific individuals conducting formal account reviews may vary from time-to-time, as personnel join or leave our firm. The specific frequency of reviews is determined based on each client's investment objectives and investment profile.

Annual (retainer) financial planning and consulting services clients receive comprehensive, written financial plans that are formally reviewed and updated annually. Our IARs conduct these reviews in person, over the phone and/or via the internet. One-time or project based financial and consulting services client plans/reports are not reviewed or updated after their delivery to the client, unless the client specifically requests such review and pays an additional advisory fee.

Non-discretionary advisory services accounts are not reviewed or updated once service is provided to the client, unless the client specifically requests such reviews and pays an additional advisory fee.

B **More Frequent Account Reviews.** More frequent reviews of client accounts/plans may be triggered by a change in the client's investment objectives; risk/return profile; tax considerations; contributions and/or withdrawals; large sales or purchases; security specific events; or changes in the economy more generally.

C **Reporting to Clients.** Clients receive standard account statements and trade confirmations from the custodian of their account on a monthly basis. We may provide additional written reports to you periodically, or as you may reasonably request. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, as examples.

Item 14 – Client Referrals and Other Compensation

A **Certain Additional Compensation.** As referenced in Item 12 above, the Brokers and/or a TAMP Platform provider may provide research or other services or products that we may use to service all accounts, including accounts that do not execute trades through the Brokers or utilize the services of such TAMP Platform.

As referenced in Item 5, certain IARs of Signature are Dually Registered Persons of Osaic and may transact securities business with Signature's advisory clients resulting in their receipt of commissions and/or other forms of compensation in connection with securities products sold to clients. As further referenced in Item 5, certain Advisory Affiliates of Signature are licensed insurance agencies and certain IARs of Signature are licensed insurance agents and may transact insurance business with clients, resulting in their receipt of commissions and/or other forms of compensation in connection with insurance products and services sold to clients. Please see Item 5 for a description of the conflicts of interest created by these arrangements and how Signature mitigates them.

B We may enter into solicitation or promoter agreements pursuant to which we compensate current clients and other third parties for referring prospective clients to our firm for investment advisory services (such persons, "Promoters"). Promoters introducing clients to us may receive cash compensation from us that may take the form of a retainer, a fee per referral, and/or a percentage of the advisory fees paid by clients introduced to our firm. These fees may be paid to the Promoter by Signature on a one-time or recurring basis. Unless otherwise explicitly disclosed in writing to the client, the cost of any fees paid to a Promoter will be borne entirely by Signature and referred clients do not pay any additional or increased costs as a result of having been referred to our firm by a Promoter.

We will only retain Promoters or others disseminating endorsements or testimonials on behalf of our firm in accordance with the requirements of SEC Rule 206(4)-1, promulgated under the Investment Advisers Act of 1940. In all cases, the existence of any solicitor or promoter

relationships affecting your engagement of our firm, the material terms of any compensation we pay such persons to solicit or promote our firm and our services, and any resulting conflicts of interest will be disclosed to you no later than the time you are referred to our firm for services.

Item 15 – Custody

With the exception of our ability to directly debit fees as outlined in Item 5 and the ability to disburse or transfer certain funds pursuant to standing letters of authorization ("SLOAs") executed by clients, we do not hold, directly or indirectly, client funds or securities, or have any authority to obtain possession of them. All client assets are held in the custody of an independent qualified custodian selected by the client. We currently recommend the Brokers to act as your qualified custodian, to hold your assets, and/or execute securities transactions for your account.

When SLOAs are executed by clients, we adhere to the following assure the proper handling of client funds:

1. the client provides a written, signed instruction to the qualified custodian that includes the third-party payee's name and address or account number at a custodian;
2. the client authorizes Signature in writing to direct transfers to the named third-party payee or payees either on a specified schedule or from time-to-time;
3. the client's qualified custodian verifies the client's authorization and provides a transfer of funds notice to the client promptly after each transfer;
4. the client can terminate or change the instruction at any time on notice to the custodian;
5. Signature has no authority or ability to designate or change the identity, address, or other information of the designates third-party payee or payees in the instruction;
6. Signature maintains records showing that the designated third-party payee or payees is/are not a related party of the firm or located at the same address as the firm; and
7. the client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

We shall have no liability to you for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of any custodian or any acts of the agents or employees of any custodian, whether or not the full amount of such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian of your account(s). Clients understand that the SIPC provides only limited protection for the loss of property held by a custodian.

Item 16 – Investment Discretion

We manage your accounts on either a discretionary or non-discretionary basis, as agreed in the Statement of Investment Selection executed jointly with Signature and Osaic/Vision2020 or a written investment advisory agreement you will enter with Signature at the inception of our relationship. We will only manage your account on a discretionary basis upon obtaining your written authorization to do so. In a discretionary arrangement, you authorize us to purchase and sell securities and instruments in your account(s), arrange for delivery and payment in connection with the foregoing, and act on your behalf in all matters necessary or incidental to the handling of the account, including monitoring of your assets and the engagement and termination of TPMMs. Occasionally, we will agree to manage a client account on a non-discretionary basis. In these circumstances, we are required to obtain your consent prior to implementing any securities transactions within your account, except where we seek to rebalance your account or convert mutual funds to a lower cost share class option. Under either arrangement, we will act in strict accordance with your

stated investment needs, objectives, and restrictions when exercising trading authority over your designated account(s).

Item 17 – Voting Client Securities

A We will not vote proxies on behalf of clients and will not provide advice to clients on how the client should vote.

B We do not accept authority to vote client securities. Most clients will receive proxies and other solicitations directly from the custodian or transfer agent. If any proxy materials are received on behalf of a client, they will be sent directly to the client or a designated representative of the client, who is responsible to vote the proxy.

Item 18 – Financial Information

A We do not require or solicit prepayment of more than $1,200 in fees per client, six months or more in advance.

B Advisors who have discretionary authority over client accounts, custody of client assets, or who require or solicit pre-payment of more than $1,200 in fee per client, six months or more in advance, are required to disclose any financial condition that is reasonably likely to impair their ability to meet contractual commitments to clients. Signature maintains discretionary authority over client funds and securities. We have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to our clients.

C Signature has not been the subject of a bankruptcy petition within the past ten years.