Form ADV Part 2A

Investment Advisor Brochure

SEIA

SIGNATURE ESTATE & INVESTMENT ADVISORS, LLC®
www.SEIA.com

Item 1: Cover Page

This Form ADV Part 2A (Investment Advisor Brochure) provides information about the qualifications and business practices of Signature Estate & Investment Advisors, LLC (SEIA).

If you have any questions about the contents of this brochure, please contact us at 310-712-2323 or operations@seia.com. 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. Registration is mandatory for all persons meeting the definition of investment advisor and does not imply a certain level of training.

Additional information about SEIA also is available on the SEC's website at: www.adviserinfo.sec.gov.

Attached are the Brochure Supplements for Deron McCoy (SEIA Chief Investment Officer), as well as SEIA's Privacy Notice

Date of Brochure: November 4, 2022

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Securities offered through Royal Alliance Associates, Inc. member FINRA/SIPC. Investment advisory services offered through SEIA, LLC. Royal Alliance Associates, Inc. is separately owned and other entities and/or marketing names, products or services referenced here are independent of Royal Alliance Associates, Inc.

Material Changes to
Investment Advisor Brochure

Item 2: Material Changes

The purpose of this section is to discuss only material changes since the last annual update of the SEIA Investment Advisor Brochure. The date of the last annual update was March 29, 2021.

1. SEIA has added an office location located at 1400 16th Street, 16 Market Square, Suite 400, Denver, CO 80202
2. SEIA has added an office location located at 132 West 31st Street, 1st Floor, New York, New York 10001
3. Update to the section titled, “Fees and Compensation” to detail the firm’s procedures for aggregating households for billing purposes
4. SEIA has added an office location located at 9600 Great Hills Trail, Suite 150W, Austin, TX 78759
5. SEIA has added an office location located at 100 S. Ashley Avenue, Suite 600, Tampa, FL 33602
6. Update to the section titled, “Fees and Compensation” to clarify breakpoint fee language
7. Update to the section titled, “Brokerage Practices” to clarify procedures related to Best Execution
8. SEIA has updated the Section titled, “Client Referrals and Other Compensation” to align the firm’s promoter agreements with the new SEC Marketing rule
9. SEIA has updated section titled, “Advisory Business” to reflect a change in ownership

Please review the full document SEIA ADV 2A for further information associated with this these changes.

Delivery:

Within 120 days of our fiscal year end, which is December 31, we will deliver our annual Summary of Material Changes. SEIA will provide you with a new Brochure as necessary based on changes or new information at any time. You can request SEIA’s Brochure by contacting 800-723-5115, operations@seia.com or on our website, www.seia.com. The Brochure will be provided free of charge.

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Item 4: Advisory Business

Advisory Firm

Signature Estate & Investment Advisors, LLC® ("SEIA") has been providing Investment Advisory Services since 1997. The firm is a Registered Investment Advisor under the Investment Advisers Act of 1940. SEIA is wholly owned by Signature Financial Service Group, LLC, which is owned primarily by a consortium of employees and investors through Reverence Capital Partners Opportunities Fund V, L.P.

As of December 31, 2021, SEIA has $11,454,260,069 of assets under management on a non-discretionary basis and $1,272,182,248 assets under management on a discretionary basis.

Advisory Services

Clients work with their personal Investment Advisor Representative (“Financial Advisor”/ “Advisor”) to determine the appropriate Wealth Management Service to match the client’s need.

- Signature Elite
- Signature Allocation Series
- Signature Target Strategies
- Financial Planning (**Modular** & **Comprehensive** financial planning)
- Investment Consulting
- Retirement Plan Consulting

Signature Elite

SEIA provides investment management services under a program called Signature Elite. Signature Elite is a six-step investment management process designed to assist clients with their financial goals and objectives.

- Determine the investor’s needs and objectives
- Assess risk tolerance and investor suitability
- Review asset allocation
- Implement strategic plan
- Rebalance and monitor portfolio
- Report the results

Signature Elite is a **non-discretionary** service. Prior to making changes, the Financial Advisor will make a recommendation for client approval. If approved, the Financial Advisor will place the transaction. The portfolio is monitored on a continuous basis.

Services are based on the individual needs of the client. An initial interview and data gathering questionnaire are undertaken to determine the client’s financial situation and investment objectives. When reviewing the asset allocation with clients, the Financial Advisor may recommend stocks, bonds, open-end mutual funds, closed-end mutual funds, exchange traded funds (“ETFs”), exchange traded notes

("ETNs"), unit investment trusts, bank certificates of deposit, preferred stocks, options, structured products, hedge funds and/or private placements.

SEIA may also recommend portion(s) of the portfolio to a Third-Party Money Manager. The Third-Party Money Manager will supervise that portion of the portfolio on a discretionary basis.

The advice provided by SEIA under Signature Elite is limited to the security types and strategies mentioned above. The client may impose reasonable restrictions on the management of the account. Restrictions are subject to the Advisor's acceptance.

In instances where clients have variable annuities in their accounts at custodians where we are able to provide advisory services, SEIA will monitor the annuity, review allocations with clients, make recommendations to clients, and implement approved trading recommendations.

At least quarterly, SEIA will notify the client in writing to contact their Financial Advisor if there have been any changes in the client's financial situation, investment objectives or to impose or modify account restrictions. The Financial Advisor will contact or attempt to contact the client annually on these matters. It is the client's responsibility to notify the Financial Advisor any time there are changes. Clients may call in at any time during normal business hours to discuss directly with the Financial Advisor about the client's account, financial situation, or investment needs.

A qualified custodian maintains client funds and securities in a separate account for Client under Client's name. The client will retain rights of ownership of all securities and funds in the account to the same extent as if the client held the securities and funds outside SEIA. Clients will receive from the custodian timely confirmations and at least quarterly statements containing a description of all transactions and all account activity. In addition to custodial statements, SEIA sends quarterly reports to clients.

Signature Allocation Series

SEIA provides investment management services under a program called Signature Allocation Series (SAS). SAS is a six-step investment management process designed to assist clients with their financial goals and objectives. SAS uses the same six-step process used in Signature Elite.

SAS is a **discretionary** service. The portfolio is supervised (monitored) on a continuous basis by SEIA's Chief Investment Officer (Deron McCoy) and his team. Mr. McCoy will rebalance the portfolio within the asset allocation range as needed, without contacting the client. (Mr. McCoy's brochure supplement is attached to this brochure.) SEIA will have the limited power of attorney to select securities to be bought and sold (subject to the restrictions in the Investment Policy Statement), and the quantities. When reviewing the asset allocation with clients, clients will work with their Financial Advisor to create an Investment Policy Statement that will identify the asset allocation classes, investment styles, and other guidelines.

Services are based on the individual needs of the client. An initial interview and data gathering questionnaire are undertaken to determine the client's financial situation and investment objectives. SAS accounts may use stocks, bonds, open-end mutual funds, closed-end mutual funds, exchange traded funds ("ETFs"), exchange traded notes ("ETNs"), unit investment trusts, bank certificates of deposit, preferred stocks, options, structured products, hedge funds and/or private placements. The advice provided by SEIA under SAS is limited to the security types mentioned above. The client is given the opportunity to impose reasonable restrictions on the management of the account. Buy / Sell restrictions must be symbol specific. The security must have a symbol and be listed on an exchange. A buy / sell restriction cannot be based on an idea, CUSIP, fund family, theme, bond or company name. The client is responsible for updating all buy / sell restriction instructions as necessary for situations including but not limited to conversions, symbol changes or any other activity where the specific instructions SEIA has on file no longer accurately represents the instructions. Buy / sell restrictions are subject to the manager's acceptance.

At least quarterly, SEIA will notify the client in writing to contact the Financial Advisor if there have been any changes in the client's financial situation, investment objectives or to impose or modify account restrictions. SEIA will contact or attempt to contact the client annually on these matters. It is the client's responsibility to notify the Financial Advisor any time there are changes. Clients may call in at any time during normal business hours to discuss directly with their Financial Advisor about the client's account, financial situation, or investment needs.

A qualified custodian maintains client funds and securities in a separate account for Client under Client's name. The client will retain rights of ownership of all securities and funds in the account to the same extent as if the client held the securities and funds outside SEIA. Clients will receive from the custodian/brokerage firm timely confirmations and at least quarterly statements containing a description of all transactions and all account activity. In addition to custodial statements, SEIA sends quarterly reports to clients.

SAS Platforms

SAS consists of eight model platforms ("S1, S2, S3, S4, S4+, N1, N2, & NTF") with multiple asset classes, investment styles and vehicles. Each platform employs different investment vehicles according to the chart below. The Investment Policy Statement will indicate which platform is used as the base model, which can be further customized based on client need.

S-Series Platform	Exchange Traded Products	Mutual Funds	Individual Bonds	Individual Stocks
S1	X			
S2	X	X		
S3	X	X	X	
S4	X	X	X	X
S4+	X	X	X	X

NTF Platform	No Transaction Fee Exchange Traded Products	No Transaction Fee Mutual Funds
N1	X	
N2	X	X
NTF		X

Signature Targeted Strategies

SEIA provides investment management services under a program called Signature Targeted Strategies ("STS"). STS is an investment management process designed to target specific investment objectives or themes.

STS is a **discretionary** service. The portfolio is supervised (monitored) on a continuous basis by SEIA's Chief Investment Officer (Deron McCoy) and his team. Mr. McCoy will rebalance or trade the account as needed, without contacting the client. (Mr. McCoy's brochure supplement is attached to this brochure.) STS accounts may use stocks, bonds, open-end mutual funds, closed-end mutual funds, exchange traded funds ("ETFs"), exchange traded notes ("ETNs"), unit investment trusts, bank certificates of deposit, preferred stocks, options, structured products, hedge funds and/or private placements. SEIA will have the limited power of attorney to hire and fire sub-managers, select securities to be bought and sold, and the quantities (subject to the restrictions in the Investment Policy Statement). The advice provided by SEIA under STS is limited to the security types mentioned above.

Services are based on the individual needs of the client pursuant to the theme as stated in the Investment Policy Statement. An initial interview and data gathering questionnaire are undertaken to determine the client's financial situation and investment objectives. STS employs an active allocation approach that will use a combination of the security types mentioned above and sub-managers to target the specific investment objective or theme as stated in the Investment Policy Statement. The client is given the opportunity to impose reasonable restrictions on the management of the account. Buy / Sell restrictions must be symbol specific. The security must have a symbol and be listed on an exchange. A buy / sell restriction cannot be based on an idea, CUSIP, fund family, theme, bond or company name. The client is responsible for updating all buy / sell restriction instructions as necessary for situations including but not limited to conversions, symbol changes or any other activity where the specific instructions SEIA has on file no longer accurately represents the instructions. Buy / sell restrictions are subject to the manager's acceptance. Targeted Strategies are designed to be a part of, or supplement to, and not a substitute for, an overall well-diversified investment portfolio.

At least quarterly, SEIA will notify the client in writing to contact their Financial Advisor if there have been any changes in the client's financial situation, investment objectives or to impose or modify account restrictions. The Financial Advisor will contact or attempt to contact the client annually on these matters. It is the client's responsibility to notify the Financial Advisor any time there are changes. Clients may call in at any time during normal business hours to discuss directly with the Financial Advisor about the client's account, financial situation, or investment needs.

A qualified custodian maintains client funds and securities in a separate account, for the Client, under Client's name. The client will retain rights of ownership of all securities and funds in the account to the same extent as if the client held the securities and funds outside SEIA. Clients will receive from the custodian/brokerage firm timely confirmations and at least quarterly statements containing a description of all transactions and all account activity. In addition to custodial statements, SEIA sends quarterly reports to clients.

Financial Planning

SEIA provides two levels of "Financial Planning." Each level of financial planning includes a review of the client's current financial position, stated goals and objectives.

1. **Modular** financial planning is based on a single area of concern for a client i.e. retirement, investments, estate or other single client goals. The client's Financial Advisor may deliver a written plan or provide verbal consultations.

2. **Comprehensive** financial planning is based on integrating and assessing the client's entire financial picture. This is a written plan that may or may not include stress testing.

Both **modular** and **comprehensive** planning are one-time engagements unless otherwise specified.

Some comprehensive financial plans can include an online wealth management portal that allows the client to consolidate and view financial data to include banking accounts, bills, insurance, and investment accounts. The client monitors the wealth management portal and makes online updates to the data. SEIA personnel do not have access to client online login and password information for their financial accounts. This portal provides real-time access to net worth updates, consolidated investment analysis, financial goal progress, and account aggregation.

On-Going financial planning provides the client with on-going services from SEIA. This can be an initial written plan and ongoing verbal consultations or just ongoing verbal advice. SEIA uses best efforts to meet with the client to make updates to the client's financials and goals on an annual basis. SEIA will perform an annual Financial Plan review. The **On-Going** planning service requires that the client also engage SEIA for one of the investment management services (Elite, SAS or STS).

Investment Consulting

SEIA manages investment accounts under a program called "Investment Consulting." Investment Consulting is a **non-discretionary** service. Investment Consulting utilizes a six-step investment process designed to assist clients with their financial goals and objectives. Investment Consulting uses the same six-step process used in Signature Elite. In contrast to services provided under "Signature Elite," the investment consulting portfolio is reviewed on a quarterly basis, rather than monitored on a continuous basis. Clients must approve the initial asset allocation and approve any subsequent investment recommendations. If client approves the recommendation, the Financial Advisor will place the transaction. The client may impose reasonable restrictions on the management of the account. Restrictions are subject to the Advisor's acceptance.

Retirement Plan Consulting

SEIA Financial Advisors can provide services to retirement plans ("Plans") under a program called Retirement Plan Consulting. The plan sponsor (or the responsible plan fiduciary if that person is not the plan sponsor) executes SEIA's Engagement Agreement on behalf of the Plan with SEIA, to designate, among other things, the services it will receive from SEIA. Services can be provided for a one-time limited engagement, or as on-going services.

Services may include development of an Investment Policy Statement ("IPS") for the Plan; investment recommendations about asset classes, investment alternatives, and the selection of investment options; and performance monitoring. SEIA will recommend an investment fund product or model portfolio meeting the definition of a Qualified Default Investment Alternative ("QDIA") as defined in the Pension Protection Act. SEIA is providing non-discretionary investment advice only. The Plan retains the sole final decision-making authority to accept or reject the non-discretionary advice or recommendations delivered by SEIA. Services are delivered with respect to the particular needs of each Plan and its participants, for the purpose of providing retirement income, based on generally accepted investment theories and prevailing investment industry standards. In providing the aforementioned services, SEIA is acting as a fiduciary with respect to the Plan under the Employee Retirement Income Security Act of 1974 ("ERISA"), the federal law governing retirement plans.

Services may also include financial education of Plan participants about investments generally or Plan investment options, but are not rendered by SEIA as individualized investment advice for any particular participant. Services may include general assistance with group enrollment meetings for employees, or plan-level consulting services such as fee and expense evaluation, vendor analysis or general support for plan design features. In general, for these services detailed in this paragraph, SEIA is not acting as a fiduciary to the Plan under ERISA.

Ancillary Services

Seminars: SEIA provides seminar services. These seminars may include presentations on current events, economic trends and cycles, market cycles, investment fundamentals, financial products, equities, fixed income, alternative investments, and/or financial planning strategies. A fee is not charged to those in attendance.

Third-Party Money Managers and Promoter Arrangements: SEIA makes referrals to Third-Party Money Managers (other Registered Investment Advisors) to manage client assets for which SEIA will receive a Promoter's Fee. SEIA will gather suitability information on behalf of the firm that will be responsible for managing the portfolio. Accounts referred to Third-Party Money Managers are subject to their terms and conditions.

SEIA has entered into a Promoter's Agreement with Signature Intelligent Portfolios, LLC ("SIP"). SIP is an online investment advisory platform that automatically trades and rebalances client portfolios. SIP has full investment discretion. SIP's Form ADV Part 2A is given to clients and prospective clients and contains specific details about its Investment Advisor qualifications and services. For additional information about SIP, please see SIP's Form ADV Part 2A. This arrangement is described in further detail below under Other Financial Industry Activities and Affiliations.

SEIA offers Envestnet's proprietary mutual fund and ETF programs. SEIA acts as a Promoter in connection with offering these programs to clients for which SEIA receives a Promoter's fee. For additional information about these programs, please see Envestnet's Form ADV Part 2A.

SEIA has entered into Promoter Agreements with other Registered Investment Advisers ("RIAs"). SEIA will act as a money manager service provider to clients introduced by other RIAs and the RIA's associated persons through these Promoter arrangements. Under a Promoter arrangement, SEIA will be responsible for ensuring all normal account opening documentation is completed by the client. SEIA will be responsible for managing the client's portfolio under these arrangements. *See* Section 14 below for additional information.

SEIA has access to third party money managers at both Schwab & Fidelity. The client is under no obligation to use the services of the other account manager(s) or Advisor(s) that are recommended. See the Brokerage Practices section for further disclosures on these accounts.

Item 5: Fees and Compensation

Fees for Advisory Services

Signature Elite, Signature Allocation Series & Signature Targeted Strategies Fees

Fees for Signature Elite, Signature Allocation Series & Signature Targeted Strategies (together known as "Investment Management") are computed at an annualized percentage of assets under management including cash balances, accrued interest and dividends.

The actual fee for any portfolio is negotiated based on the unique objectives of each client, the complexity of the investment plan, types of assets held in the account, and other factors. Fees are negotiable and may be a flat fee rate, a tiered fee rate or breakpoint fee rate: 1) A flat fee rate would charge a single fee for all assets in the portfolio 2) A tiered fee rate would charge a different fee for assets at each level and 3) a breakpoint fee rate would charge a reduced fee on all assets depending on where the portfolio falls in the fee schedule. The negotiated (actual) fee may be more or less than the ranges reflected in the fee schedule. The specific negotiated fee applicable to each client or client account will be stated in the Engagement Agreement.

Fees are payable quarterly in arrears. Fees begin accruing when accounts become linked to us or when funded. To allow for additional account setups, transfers, final strategy discussions, etc., at our discretion, SEIA can delay or waive the first quarter fees. The first payment is assessed and due at the end of the first calendar quarter and will be assessed pro rata in the event the Agreement is executed at any time other than the first day of the current calendar quarter. Subsequent payments are due and will be assessed on the first day after the end of each calendar quarter based on the value of the account assets as of the close of business on the last business day of that quarter. Fees may be waived, at our discretion, on the value of large deposits made shortly before the end of the quarter. The client, via their Advisor, must submit the request to the SEIA billing department to have the fee waived which will be reviewed on a case-by-case basis. Single account sizes under $20,000 will not be billed a management fee.

The fees described above are for investment management services only and do not include other types of fees that will be incurred in connection with SEIA investment management services. See "Brokerage Practices" below for further details.

SEIA makes recommendations to Third-Party Money Managers. Third party money managers will bill the client directly for their services. Those fees are not included in SEIA's fee (see additional detail in the sub-section for Third-Party Money Manager Fees).

In some cases, where two or more clients have a nexus, the two households may be eligible for their Investment Management assets to be viewed in conjunction with another client's Investment Management assets ("Householding") for the purposes of meeting a higher tier or breakpoint. For purposes of fee billing, your AUM can be aggregated based on the value of all Account(s) associated with Client's immediate family, defined as spouses, life partners, siblings, parents, children, grandparents and other related persons or entities (collectively, a "household"). The purpose of household portfolios is to group together accounts that have a "nexus." This means a tie; bond; link; connection or interconnection as relating to investment, financial or estate planning. The firm will not automatically group households. Client can submit request for household grouping by contacting their Advisor.

Billing Minimum Fees:

- Any Household that contains an active Elite account is subject to the billing minimum.
- Households that have SAS or STS for their entire portfolio are not subject to the billing minimum.
- The minimum annual fee per client Household Portfolio is **$3,500, billed as a minimum quarterly fee of $875.**
- Due to the minimum annual fee, the fee a client may pay can be higher than the stated rate in the clients Engagement Agreement and/or the stated maximum rate of 1.5% as shown in the fee grid. In all cases, the maximum annual fee a client will pay is capped at 2%.
- For clients that have opted to join Households for billing purposes, minimums are applied to any non-exempt Household on a pro rata basis.

"Equity/Blended" Portfolio Fees

Though the actual fee for any portfolio is negotiated based on the unique objectives of each client, the complexity of the investment plan, types of assets held in the account, and other factors, the table below shows the fee ranges generally charged at certain dollar levels for Investment Management **"Equity/Blended"** portfolios.

Portfolio Value Between	Equity/Blended
$ 250,000 - $ 999,999	0.90 - 1.50%
$1,000,000 - $2,499,999	0.70 - 1.30%
$2,500,000 - $4,999,999	0.60 - 1.20%
$5,000,000 - $9,999,999	0.50 - 1.10%
$10,000,000 and above	negotiable

For Investment Management **("Equity/Blended" portfolios)**, the **recommended** minimum Household Portfolio (aggregate of all accounts in the same household) size to establish is generally **$250,000.**

"Fixed-Income" Portfolio Fees

Though the actual fee for any portfolio is negotiated based on the unique objectives of each client, the complexity of the investment plan, types of assets held in the account, and other factors, the table below shows the fee ranges generally charged at certain dollar levels for Investment Management "**Fixed-Income"** portfolios. This schedule applies only to households who have chosen the "Fixed Income" model for their entire portfolio.

Portfolio Value Between	Fixed Income
$ 250,000 - $ 999,999	0.45 - 1.00%
$1,000,000 - $2,499,999	0.40 - 0.90%
$2,500,000 - $4,999,999	0.35 - 0.80%
$5,000,000 - $9,999,999	0.25 - 0.70%
$10,000,000 and above	negotiable

For Investment Management **("Fixed-Income" portfolios)**, the **recommended** minimum Household Portfolio (aggregate of all accounts in the same household) size to establish is generally **$500,000**

Financial Planning Fees

Fees for one-time Financial Planning (**Modular** and **Comprehensive**) will be quoted as a single fixed fee. Clients may be required to pay a retainer, not to exceed $1,200, for Financial Planning services. Further, information regarding refunds found below in **General Fee Disclosures**. Clients must pay any balance due upon delivery.

Fees for On-Going financial planning can either be computed as an annualized percentage of client investment management assets or quoted as a fixed fee that will be charged each year. **On-Going** financial planning fees are negotiated based on the unique objectives of each client, the complexity of the financial plan, and other factors but will generally be between 0.03% and a maximum of 0.60%. This fee is separate from any other services SEIA provides, and will be added on to the fee scale for investment management services (Elite, SAS & STS), which is a pre-requisite of the On-Going financial planningservice. The fee will be payable quarterly in arrears and deducted directly from the investment account the client chooses. On-Going financial planning fees begin accruing when SEIA becomes linked to the investment management accounts, or when those accounts are funded. To allow for additional account setups, transfers, final strategy discussions, etc., at our discretion, SEIA can delay or waive the first quarter fees. The first payment is assessed and due at the end of the first calendar quarter and will be assessed pro rata in the event the Agreement is executed at any time other than the first day of the current calendar quarter.

Investment Consulting Fees

Fees for Investment Consulting are computed at an hourly rate. The fee ranges are between $200 - $1,000 per hour.

The exact rate will be negotiated between the client and Financial Advisor within the stated ranges and will be specified in the Engagement Agreement. The fee is payable quarterly in arrears based on actual hours at the quoted rate. However, the annual fee paid at the hourly calculation will not exceed (1.0%) per annum of managed assets. Accounts must be "linked" to SEIA at custodians Schwab or Fidelity.

For Investment Consulting the recommended minimum is $350,000, however, smaller portfolios may be opened or maintained at the discretion of SEIA. The minimum annual fee for Investment Consulting is $3,500.

Billing Minimum Fees:

- The minimum annual fee per client Household Portfolio is **$3,500, billed as a minimum quarterly fee of $875.**
- Due to the minimum annual fee, the fee a client may pay can be higher than the stated rate in the clients Engagement Agreement. In all cases, the maximum annual fee a client will pay is capped at 2%.

Retirement Plan Consulting Fees

Fees are billed quarterly in arrears, pro rata for any partial quarter. The Plan may elect to have the Fees billed directly to the Plan sponsor, or deducted from Plan assets by the custodian, TPA or record keeper and remitted directly to SEIA. SEIA will offset any other compensation it receives directly or indirectly for Services provided to the Plan.

In addition to the Fee charged by SEIA, Plans may also incur certain charges imposed by unaffiliated third parties. Such charges may include, but are not limited to, fees charged by other investment managers, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Plan which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), fees imposed by variable annuity providers and disclosed in the annuity contract, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

SEIA charges a fee for Services calculated as either (I) a percentage of the market value of includable Plan assets, (II) a flat dollar amount or (III) an hourly rate. The hourly fee range is negotiable and is between $200 - $1,000. The per annum fees are negotiable and will generally follow the schedules below.

Per Annum Fee Range	Portfolio Value Between
0.40 - 1.10%	$0 - $1,000,000
0.30 - 1.00%	$1,000,001 - $5,000,000
0.20 - 0.90%	$5,000,001 - $15,000,000
Negotiable	$15,000,001 +

There are no minimum conditions (account size or fee) for clients retaining Retirement Plan Consulting.

Third-Party Money Manager Fees, Promoter Fees and Other Disclosures

In addition to fees paid to SEIA for advisory services with respect to clients' investments with Third-Party Money Managers, clients will pay additional fees to the separate account managers and the custodial firms.

SEIA is compensated as a Promoter by Signature Intelligent Portfolios, LLC ("SIP"). SEIA earns a portion of the fee quoted by SIP for so long as the agreement between the Client and SIP remains in effect. For Envestnet services, SEIA will earn a percentage of the fee as quoted by the Third-Party Money Manager's schedule. In these instances, the assets will not be included in the calculation for SEIA's fee schedule and fee deduction. Clients are encouraged to review Envestnet's Statement of Investment Selection ("SIS") with their SEIA Advisor for descriptions of the fees and will be provided Envestnet's ADV 2A for additional program information.

For all Promoter arrangements, clients will receive a separate written Promoter Disclosure Statement, applicable agreements for the custodian and money manager, and Investment Adviser Brochure, as applicable, for other Registered Investment Advisers. See other important disclosure at Section 14,

General Fee Disclosures

Client should assess the negotiated fee against all their available options. Other advisors may be able to provide similar services at a lower cost.

Clients may authorize the custodian holding client funds and securities to deduct SEIA advisory fees direct from the client account in accordance with statements prepared and submitted to the custodian by SEIA. The custodian will provide periodic account statements to the client. Such statements will reflect all fee withdrawals by SEIA. It is the client's responsibility to verify the accuracy of the fee calculation. The custodian will not determine whether the fee is properly calculated. In no case are Fees collected in advance for services to be performed.

Termination

As of the date of termination of services, SEIA will no longer be the investment advisor of record. All assets will remain at the custodian and it will be Client's responsibility to monitor the account and instruct the custodian as to the final disposition of assets. SEIA will not take any other action, unless specifically notified by the client. The following termination clauses apply based on the service provided.

- For **Investment Management, On-Going** financial planning and **Investment Consulting,** services will continue until either party terminates the Engagement Agreement on immediate written notice. If termination occurs prior to the end of a calendar quarter, SEIA maintains the right to charge fees due on a pro-rata basis.

- For **Retirement Plan Consulting**, services may be finite and terminate on delivery of the services in accordance with the Financial Planning provisions below, or services may be on-going in accordance with the investment supervisory/management provisions above.

- For **Financial Planning** (**Modular or Comprehensive**), the client may terminate the Engagement Agreement at any time and, if applicable, a refund of the unearned fees will be made based on time and effort expended before termination. The Agreement terminates upon delivery of the plan or consultations. If client is dissatisfied with the plan or consultations, and if client so states in writing within 10 days of delivery of the plan or consultations, SEIA will (at SEIA's sole discretion) either modify/make changes to the plan, provide additional consultations at no additional cost, or refund all or part of the fees paid.

- For **Third-Party Money Managers**, services will terminate in accordance with the outside Money Manager's Agreement.

The Engagement Agreement contains a pre-dispute arbitration clause. Client understands that the agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the federal securities laws. Arbitration is final and binding on the parties.

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

SEIA does not charge performance-based fees (a fee that is based on gains in the client account).

Item 7: Types of Clients

SEIA provides investment advisory services to individuals, trusts, estates, pension and profit-sharing plans, charitable organizations, corporations and other businesses. Please see the section "Fees and Compensation" for SEIA's household minimum guidelines.

Item 8: Methods of Analysis, Investment Strategies And Risk of Loss

SEIA's **D**epartment of **I**nvestment **M**anagement and **E**conomic **S**trategy ("DIMES") is responsible for the research and development of SEIA's asset allocation targets. DIMES uses the principles found in Modern Portfolio Theory, proprietary research, and third-party research. Underlying this approach is:

- Strategic Macro Asset Allocation, which is based on asset class and style through the use of computer models, based on capital market assumptions and modern portfolio theory principles.
- Tactical Micro Allocation, which is based on business cycle, global and domestic macro / micro-economic conditions and other potential event-driven opportunities.

DIMES analysis and investment selection are driven by a two-prong approach to filter the investment universe of each asset class and style down to specific investments that meet SEIA's criteria.

- Quantitative metrics focus on identifying potential investments with consistent, good risk-adjusted performance returns based on mathematical and statistical methods and analysis.
- Qualitative metrics focus on the "quality" of potential investments that meet the above quantitative standards. DIMES focuses on attributes of investments that cannot be directly captured by quantitative measurement.

Allocation strategies and potential investments are then presented at SEIA's Investment Committee meeting for final discussion and determination. SEIA's Investment Committee is comprised of the Chief Investment Officer, Senior Partners, Financial Advisors and members of the research team. The Investment Committee meets monthly to monitor global economic cycles, track investment trends, and provide research on investment vehicles and Third-Party Money Managers.

While the client's Financial Advisor will apply the asset allocation strategy to their client's individual accounts and monitor the portfolios, the Investment Committee performs an oversight of the Financial Advisors' client portfolios. Some SEIA Advisors may use Technical Analysis in addition to the methods described above.

Risk of Loss

The Financial markets are volatile and there are risks in all types of investment vehicles, including "low-risk" strategies. Client, at all times, shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or advice given by SEIA. There is no guarantee that the investment strategy selected for the client will result in the client's goals being met, nor is there any guarantee of profit or protection from loss. **For those investments sold by prospectus, clients should read the prospectus in full**.

SEIA utilizes the following investment vehicles in our portfolios: Stocks, bonds, open-end mutual funds, closed-end funds, Exchange Traded Funds ("ETFs"), Exchange Traded Notes ("ETNs"), Unit Investment Trusts, Bank Certificates of Deposit, Preferred Stocks, Options, Structured Notes, Private Placements and Hedge funds.

Some of the risks associated with the financial markets and the securities we recommend to clients include but are not limited to:

Asset Allocation Risk - The asset classes in which a client account seeks investment exposure will perform differently from one another. Following, a client account will be affected by its allocation among equity securities, debt securities, alternative investments and cash-equivalent securities.

Market Risk – Also known as systematic risk, refers to the risk that an investment may face due to fluctuations in the market. There is risk that an investment's value will decrease, sometimes rapidly and unpredictably. Market risk contrasts with specific risk, also known as business risk or unsystematic risk, which is tied directly with a market sector or the performance of a particular company. In other words, market risk refers to the overall economy or securities markets, while specific risk involves only a part.

Credit Risk - is the risk that a company won't be able to meet its obligations to pay back its debts. Which in turn could mean that potential investors will lose the money invested in the company. The more debt a company has, the higher the potential financial risk. The lower the rating of a debt security, the higher its credit risk.

Business Risk - is the exposure a company or organization has to factors that will lower its profits or lead it to fail such as a change in client sentiment towards the company or product, disasters, competition and regulation. Anything that threatens a company's ability to meet its target or achieve its financial goals is called business risk.

Management Risk - is the risk — financial, ethical or otherwise — associated with ineffective, destructive or underperforming management. Management risk can be a factor for investors holding a security of a company. Management risk can also refer to the risks associated with the management of an investment fund.

Liquidity Risk - The risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss or capture a gain.

Interest Rate Risk - is the risk that an investment's value will change as a result of a change in interest rates. This risk affects the value of bonds more directly than stocks. All debt securities are subject to interest rate risk and credit risk. Debt securities will generally loose value if interest rates increase. High yield securities, which are debt securities rated below investment grade, face higher credit risk and downgrade risk (the chance that a credit rating agency will downgrade their rating / opinion on the safety of the security) than other debt securities.

Currency Risk - When investing in foreign countries you must consider the fact that currency exchange rates effect asset prices. Currency risk applies to all financial instruments that are in a currency other than

the US Dollar. As the value of an account managed by SEIA is calculated in U.S. dollars, it is possible for the account to lose money by investing in a foreign security if the local currency of a foreign market depreciates against the U.S. dollar, even if the local-currency value of the account's holdings goes up. Generally, a strong U.S. dollar relative to other currencies will adversely affect the value of the account's holdings in foreign securities.
Country Risk - A collection of risks associated with investing in a particular country. These risks include political risk, exchange rate risk, economic risk, sovereign risk and transfer risk, which is the risk of capital being locked up or frozen by government action. Country risk can reduce the expected return on an investment and must be taken into consideration whenever investing abroad.

The risks of **Mutual Funds** and **ETFs** depend on the underlying securities they hold, as well as added manager risk, which refers to the manager underperforming their benchmark. Stock funds have similar risks as stocks, just as bond funds have similar risks as bonds. Some ETFs that trade infrequently will have an added liquidity risk.

SEIA Financial Advisors may use **Options**. The predominant use of options at SEIA is selling a covered call contract ("covered call"). When the investor sells the call option on a security held in the portfolio, the benefit is to increase income while holding the security. However, the investor limits the upside potential of the stock in a rising market if the stock increases in value over the strike price. The client can also suffer from a declining market in the value of the stock, but can continue to sell more call options. The premium received is taxable income. The sale of the stock at the strike price may be a taxable event.

Other basic option contracts may be utilized at times by SEIA Financial Advisors, although not as a primary strategy. This includes buying a call, buying a put, or selling a put. These contracts have different and increased risks than the strategy described above. There are various risks associated with options. Options are complex derivative securities and should not be traded without full knowledge of all the factors affecting their value. These factors include but are not limited to changes in implied volatility in the market that can cause an increase/decrease in the value of an option with no concurrent change in the underlying price of the stock, changes in the underlying stock dividend, time to expiration, market interest rates and other factors can affect the value of an option position. Prior to buying or selling an option, investors should read the Characteristics & Risks of Standardized Options, also known as the Options Disclosure Document (ODD) which is published by The Options Clearing Corporation (https://www.theocc.com). It explains the characteristics and risks of exchange traded options.

Risks of options include but are not limited to:
Assignment Risk: Having a short call or put in a position can lead to an assignment and involuntary transaction, which cannot otherwise be avoided. In the case of a short call, being assigned can lead to a forced sale of stock, whether it is held long in the portfolio or not. Being short a put can lead to a forced purchase of the underlying stock for which capital will have to be provided by the account holder.
Losses and Limited Gains: In the case of an option purchase (long call or long put), a Client's entire initial investment of premium can be lost. In the case of a covered option short sale (short call or short put), upside gains can be limited by the sale of a short call against an underlying stock position (see also Assignment risk above) and a forced purchase of stock can occur in the case of a short cash covered put sale. In the case of a naked call or put sale (a call with no underlying stock position and a put with no cash to cover the possibility of a forced stock purchase) there is the risk of unlimited loss in the call position and substantial loss in the put position.

Lack of Liquidity: Some option markets are very thinly traded and highly illiquid, resulting in wide markets and limited trading opportunities. Should it be determined that an option trade will be attempted in such a market, there is the risk of a fill price that is either substantially higher (purchase) or substantially lower (sale) than mid-market. In addition, in such illiquid markets and despite best efforts there is the risk that no fill will occur at all for the intended order.
Tax: Client should consult with their tax advisor to address the tax consequences of options trading strategies.

Alternative Product Risks:

Some Advisors may recommend to certain clients the use of **Alternative Products**: Structured Notes, Hedge Funds, Private Placements, Interval Funds and other alternative investments. Due to the complexities of these investments, SEIA has in place certain guidelines, additional information and disclosures for client accounts we manage involved with alternative products. Some of the specific alternative product risks include but are not limited to:

Complex Payout Structure Risk - The payout structures for each alternative product vary and are often complex. Alternative investments may have complicated limits or formulas for the calculation of investor returns. Investors should refer to the prospectus, private placement memorandum or other offering documentation for specific details on the respective alternative investment product payout structure.
Expiration Risk/Consideration – Some structured products have an expiration date after which the issue may become illiquid; the amount payable on the structured products is not linked to the level of the underlying investments at any time other than the date of maturity. If the investment is sold prior to the stated maturity date, the market price may be higher or lower than the price paid.
Issuer Credit Risk – some products may be unsecured debt of the investment bank who issues the product; the credit quality of a structured product may or may not be reliant on the credit quality of the issuer; if the issuer defaults, you may lose your entire investment.
Legal and Tax Consideration Risks -There are legal risks involved with holding complex alternative investment products and regulatory and tax considerations may change during the term of the investment. Alternative products/funds may have exposure to foreign exchange risk, or a substantial portion of trades executed on foreign exchanges.
Liquidity Risks: It may be the case that no secondary market exists or is expected to exist for a respective alternative investment product. Due to the highly customized nature of alternative products, they rarely trade after issuance; and if investors are looking to sell a structured product before maturity, it may sell at a significant discount. Some alternative products providers may only offer liquidity on a set schedule and/or only offer liquidity on a specific portion of the investment, at their sole discretion.
Lock Up Risk: The security may be subject to a lock up period: a period of time when investors are not permitted to redeem or sell their shares. Once a lock up period ends, investors may redeem their shares according to a set schedule. Some Alternative products are offered through SEIA. For these investments SEIA cannot be removed from being associated with the account by any party (SEIA, client, custodian or otherwise) for the entire duration of the investment unless the client finds an alternative RIA that meets the criteria specified by the fund administrator and that RIA agrees to assume the role of RIA of record for the account holding the investment.
Registration Risk - Alternative products have not been registered under the securities act or applicable state securities laws and being offered and sold in reliance on exemptions from the registration requirements of these laws. If the exemptions relied upon for the issuance of any alternative product are not available or become unavailable in the future the shares may lose some or all of their value.

Rights – You might not have any shareholder rights or right to receive any underlying security.
Secondary Market Risks - Issuers of alternative products are not under a legal obligation to make a market in these products and there is no assurance that any other party will be willing to purchase them in the secondary market. They may not be listed on any securities exchange. There may not be a public market for the securities described herein, and/or it may be the case that no public market is expected to develop.
Speculation Risks - Alternative products are highly speculative and an investment involves a high degree of risk. Immediate and substantial dilution from the offering price may occur. Alternative product funds may use leverage and other speculative investment practices that may increase the risk of investment loss. Alternative product funds may have performance that is volatile. Alternative product funds may own investments that are illiquid.
Tax Treatment – Alternative investments may involve complex tax strategies and there may be delays in distributing tax information to investors. An investor may be subject to phantom income tax where earnings are taxed but not received or an adverse change in tax treatment in the future.
Valuation Risk – Alternative investments may be difficult to value or be given a valuation infrequently. Alternative investments are often valued by the alternative manager themselves and could be worth more or less than any particular valuation. The custodian for these assets may have their own policies with regards to valuation which may be the same or different from the alternative manager. SEIA will use the valuation as provided by the custodian for fee billing and AUM calculation purposes.

Other Risks:

Cyber Security Risk – With the increased use of technologies such as the Internet to conduct business, a portfolio is susceptible to operational, information security and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events and are not limited to, gaining unauthorized access to systems, misappropriating assets or sensitive information, corrupting data, or causing operational disruption, including the denial-of-service attacks on websites. Cyber security failures or breaches internally or by a third-party service provider have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, and/or additional compliance costs, including the cost to prevent cyber incidents.
Sub-Adviser and Third-Party Manager Risk: The success of an account's investment through sub-advisers and/or third party managers in general is subject to a variety of risks, including those related to the quality of the management of the sub-adviser and/or third-party manager; the quality of the management of the operating companies and the ability of such management to develop and maintain successful business enterprises; and the ability of a sub-adviser and/or third-party manager to successfully source investment opportunities, operate and manage their investments.

Item 9: Disciplinary Information

An investment advisor must disclose material facts about any legal or disciplinary event that is material to a client's evaluation of the advisory business or of the integrity of its management personnel.

SEIA does not have any disclosure items.

Item 10: Other Financial Industry Activities and Affiliations

SEIA is independently owned. SEIA is not, but the Financial Advisors of the firm are licensed as securities registered representatives and insurance agents and are in the business of selling insurance and securities products.

All Financial advisors of our firm that provide investment management advice to you are also associated with Royal Alliance Associates, Inc. ("RA") as Registered Representatives. RA is a subsidiary of Advisor Group, Inc. ("AG"). AG is one of the largest networks of independent wealth management firms in the United States. The four individual firms that comprise Advisor Group are Royal Alliance Associates, FSC Securities Corporation, SagePoint Financial, and Woodbury Financial Services. Royal Alliance is a diversified financial services company registered with the Financial Industry Regulatory Authority ("FINRA") as a broker-dealer engaged in the offer and sale of securities products. Our Advisory Representatives may recommend the purchase of securities offered by Royal Alliance. If you purchase these products through them in their capacity as Registered Representatives of Royal Alliance, they will receive commissions. Any commissions are separate from and in addition to any investment management fees. As such, Advisory Representatives may have an incentive to sell you commissionable products in addition to providing you with advisory services when such commissionable products may not be in the client's best interest. Other investment products might be available through other broker/dealers. 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 management advice on these products for an advisory fee. Therefore, a conflict of interest may exist between Advisor's interests and client's best interests. SEIA and its Financial Advisors do not double-dip (definition of double-dipping: "For brokerage firms, when a broker puts commissioned products into a fee-based account."), and will either receive fee-based compensation or commissions on specific assets, not both. While our security sales are reviewed for suitability, you should be aware of the incentives that exist to sell certain securities products and are encouraged to ask us about any conflict presented. Please be aware that you are under no obligation to purchase securities products or services recommended by us or members of our Firm in connection with providing you with any financial services that we offer.

Financial Advisors of SEIA are licensed insurance brokers. The financial advisors can offer select insurance produces through Signature Comprehensive Insurance Services LLC ("SCIS"), Signature Estate & Insurance Services LLC ("SEIS") or other insurance companies approved by SEIA. SCIS & SEIS are affiliated with SEIA. Brian Holmes, Chris Maryanopolis and Eric Rosen are officers. Associated persons are restricted to represent only products approved for sale through these entities. Other suitable investment products might be available through other insurance companies. If clients purchase these products through us, we will receive the associated commissions. Thus, a conflict of interest exists between our interests as Financial Advisors and Registered Representative or insurance agent and those of advisory clients. The client is under no obligation to purchase insurance products recommended, or to purchase products either through us SCIS, SEIS, RA or other insurance companies.

Signature Investment Advisors, LLC ("SIA") is a subsidiary Registered Investment Advisor of SEIA that provides Investment Management services to clients referred through RA. SEIA and SIA have shared personnel. It is not anticipated that SEIA clients will be clients of SIA. However, if a client were to receive services of SIA, then the client would receive the SIA disclosure document. SIA and SEIA have shared personnel.

Signature Intelligent Portfolios, LLC ("SIP") is a subsidiary Registered Investment Advisor of SEIA that provides automated portfolio allocation services to clients referred by SEIA, and to the general public. SEIA and SIP have shared personnel.

Item 11: Code of Ethics, Participation or Interest in Client Transactions & Personal Trading

Code of Ethics

SEIA maintains a Code of Ethics. The Code of Ethics sets forth standards of conduct expected of advisory personnel; requires compliance with federal securities laws; and, addresses conflicts that arise from personal trading by advisory personnel. Clients or prospective clients may request a copy of the Code of Ethics.

Employee Personal Trading

SEIA's policy is designed to mitigate conflicts of interest with our clients. We will adhere to the Advisor's fiduciary responsibilities to our clients. At times the interests of SEIA and/or its access persons correspond with our client's interests, and then we may invest in the same securities that are recommended to clients. Additionally, these access persons may trade in securities not recommended to clients, when their investment objectives differ. SEIA personnel may take more or less risk in their personal investing compared to what is recommended to clients. We are mindful that SEIA and its access persons shall not misappropriate an investment opportunity that should first be offered to eligible clients.

SEIA has a personal trading policy designed to supervise employees personal trading activities and monitor for potential conflicts of interest. SEIA monitors its access persons' personal security transactions on an on-going basis. All flags detected by the system will be reviewed by the compliance department and the review will be documented.

Should a material conflict be detected the access person may be required to reverse the transaction, pay the difference related to the access person receiving a better price on a particular security on the same day as a client or make disclosure to the client(s) of a material conflict. Incidental trading not deemed to be a conflict (i.e. a purchase or sale of an access person's prior holding of a security which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be deemed a material conflict.

SEIA and its access persons will keep records of all personal securities transactions whether executed through the firm or not.

Item 12: Brokerage Practices

The custodians we use

SEIA ("we" / "our") does not maintain custody of your assets that we manage, although we may be deemed to have custody of your assets if you give us authority to withdraw assets or move money from your account (see the section on **Custody** below). For investment management services, your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. SEIA requires that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC or Fidelity Brokerage Services LLC (Fidelity), a registered broker-dealer, member SIPC, as the qualified custodian. SEIA is independently owned and operated and is not affiliated with Schwab or Fidelity. While we require that you use Schwab or Fidelity as custodian/broker, you will decide whether to do so and will open your account with Schwab or Fidelity by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Schwab or Fidelity, then we cannot provide investment management services for your account. Not all advisors require their clients to use a particular broker-dealer or custodian selected by the advisor. You may be able to find similar investment management services to those offered by SEIA at a different advisor that may not require your accounts be held at Schwab or Fidelity. Even though your account is maintained at Schwab or Fidelity, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs"). SEIA does not permit clients (including retirement or ERISA plan clients) to direct brokerage as such direction may adversely affect our ability to manage the account. The Financial Advisors of our firm are not registered representatives of Schwab or Fidelity and do not receive any commissions or fees from them for requiring or recommending the use of their services.

The broker/dealers we use

For commissionable securities business, because Financial Advisors of SEIA are Registered Representatives with Royal Alliance (RA), if clients freely choose to purchase variable securities products through us on a commissionable trading basis, we require that the broker/dealer be RA. SEIA is independently owned and operated and is not affiliated with RA. While we require that you use RA as broker/dealer, you will decide whether to do so and will open your account with RA by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to use RA, then we cannot provide Registered Representative services for you. Not all Registered Representatives require their clients to use RA. You may be able to find similar Registered Representative services to those offered through RA at a different firm.

How we select custodians

We seek to use a custodian/broker that will hold your assets and execute transactions on terms that are, overall, most advantageous when compared with other available providers and their services. We consider a wide range of factors, including:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds (ETFs), etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services

- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, security and stability
- Prior service to us and our clients
- Availability of other products and services that benefit us, as discussed below (see "Products and services available to us from Custodians and other third-parties")

Your brokerage and custody costs

For our clients' accounts that Schwab or Fidelity maintain, Schwab and Fidelity generally do not charge you separately for custody services but are compensated by charging you commissions or other fees on trades that they execute or that settle into your account, transaction-based fees. Schwab and Fidelity are also compensated by earning interest on the uninvested cash in your account. For some accounts, Schwab or Fidelity may charge you a percentage of the dollar amount of assets in the account in lieu of commissions, asset-based pricing. Asset-based fees applicable to our client accounts were negotiated based on the collective assets SEIA and its affiliates maintain at each of the custodians. This commitment benefits you because the overall asset-based fees you pay are lower than they would be otherwise. In addition to transaction-based and asset-based fees, the custodian will charge you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab or Fidelity account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have your custodian execute most trades for your account. We have determined that having your custodian execute most trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How we select brokers/custodians").

In select circumstances consistent with our duty to seek “Best Execution” SEIA may "trade away" from the client’s custodian. Fixed income transactions may be traded away for liquidity or best execution purposes. Fixed Income securities that are traded away are subject to Prime Broker or trade away fees, which are different brokerage costs (may be better or worse depending on the complexity of the order) than if the trades were done at the client’s custodian. These bonds will be custodied in the client's account at their custodian. Equity transactions may be traded away in certain circumstances for best execution purposes. Equities that are traded away receive a net price (price of the security inclusive of the Broker’s commission, which is a different brokerage cost and may be better or worse, depending on the complexity of the order, than if the trades were done at the client’s custodian). See Trade Aggregation for further information. These equities will be custodied in the client’s account at their custodian. Brokerage fees incurred from trading through one of our Executing or Prime Brokers are shown on client’s trade confirmations and statements.

Other Fees & Expenses:

SEIA’s Advisory fees do not cover all fees that the client may incur. Other types of fees will be incurred in connection with SEIA advisory services including but not limited to separate account manager fees, short term redemption fees, redemption fees, short settlement fees, mutual fund expenses and no transaction fee funds. These fees will be paid by the client. Clients should carefully review the prospectus, offering documents and disclosures for all securities in their portfolio. Clients should understand the trading costs charged by the custodian and review the custodial statement for a record of all fees incurred in client's accounts. If you have any question about the fees incurred in your account, please contact your advisor. In the circumstances described, the following fees will be incurred in client accounts.

Short Term Redemption Fees: Short-term redemption fees (STRF) occur when a fund subject to STRF is sold and is held for less than a certain number of days, typically 60 to 90 days. Not all funds have short-term redemption fees. At Fidelity, STRF apply to No Transaction Fee (NTF) Mutual Funds. At Schwab, STRF apply to Mutual Funds on the OneSource platform and certain other NTF funds. For applicable funds that are still within the short term window, the following activity would result in sales which would trigger applicable STRFs: (i) Firm Trading Activity: The firm monitors accounts on an ongoing basis and will implement trades to maintain the investment policy statement mandate. These activities include rebalances, investment implementations and new account implementations. For discretionary platform accounts these activities will be done at the firm's discretion based on market conditions. The firm can choose to incur the fee or delay implementation and wait out the short-term period at its discretion. (ii) Client Instructions: These activities include model changes by execution of a new investment policy statement, raise cash or otherwise liquidate account holdings. The firm believes prompt implementation of investment recommendations outweigh the benefits of delay implementation to avoid a STRF and will generally incur applicable STRF in the client account related to these activities. STRFs at Schwab are calculated as 8.5% of trade value with a maximum of $49.95. STRF at Fidelity are calculated as 0.5% of trade value with a minimum of $30 and a maximum of $200. STRF can be avoided if the fund is held longer than the designed short-term period. The short-term redemption fee charged by the custodian is different and separate from a redemption fee assessed by the fund itself.
Redemption Fee: A redemption fee is another type of fee that some funds charge their shareholders at redemption (sale). A redemption fee is deducted from redemption proceeds and is typically used to defray fund costs associated with a shareholder's redemption and is paid directly to the fund. Not all funds have redemption fees, so please review the fund's prospectus to learn more about a potential redemption fee charged by a particular fund. For applicable funds, the following activity would result in sales which would trigger any applicable redemption fees: (i) Firm Trading Activity: The firm monitors accounts on an ongoing basis and will implement trades to maintain the investment policy statement mandate. These activities include rebalances, investment implementations and new account implementations. For discretionary platform accounts these activities will be done at the firm's discretion based on market conditions. (ii) Client Instructions: These activities include model changes by execution of a new IPS, raise cash or otherwise liquidate account holdings. The firm believes implementation of investment recommendations outweigh the benefits of holding a position or delayed implementation to avoid a redemption fee and will generally incur any applicable redemption fees in the client account related to these activities.
Short Settlement Fees: Short settlement is defined as a trade that settles earlier than the normal settlement cycle. Normal settlement is trade date plus two business days. These fees will be incurred in client accounts if the client trade instruction requires early settlement. Fees may be based on cents per share, percentage of transaction value or both. Ask your advisor or consult the custodian's trading costs disclosure for information on short settlement fees for a proposed transaction. The firm will not submit for short settlement except for by client request.
Separate Account Manager / Third Party Manager Fees: If a separate account manager is engaged by the client to manage all or part of a client portfolio the client account will be billed fees according to the separate account manager's fee schedule by the separate account manager directly. The separate account manager fees are in addition to any advisory fees paid to SEIA and any trading fees that may be incurred.
Mutual Fund Expenses: As with any business, running a mutual fund involves costs. For example, there are costs incurred in connection with particular investor transactions, such as investor purchases,

exchanges, and redemptions. There are also regular fund operating costs that are not necessarily associated with any particular investor transaction, such as investment advisory fees, marketing and distribution expenses, brokerage fees, and custodial, transfer agency, legal, and accountants' fees. Some funds cover the costs associated with an individual investor's transactions and account by imposing fees and charges directly when investors buy or sell a fund, while others charge fees periodically to all shareholders in the fund. Mutual Fund expenses are presented in the fund's prospectus. Please review the fund's prospectus for information on all fees and expenses charged by a particular fund. These fees and charges are identified in a fee table, located near the front of a fund's prospectus, under the heading "Shareholder Fees." Funds typically pay their regular and recurring, fund-wide operating expenses out of fund assets, rather than by imposing separate fees and charges on investors. Keep in mind, however, that because these expenses are paid out of the fund's assets, investors are paying them indirectly. These expenses are identified in the fee table in the fund's prospectus under the heading "Annual Fund Operating Expenses."
No Transaction Fee (NTF) Funds: Allow an investor to buy and sell fund shares without incurring a commission. However, these funds will incur short-term redemption fees, if applicable, and a service charge assessed by the custodian: $25 at Schwab and $0 at Fidelity. This fee will be incurred in client accounts when purchasing NTF funds. This applies for all models and customizations but is of particular importance for SAS NTF platform accounts. The custodians reserve the right to change the funds they make available without transaction fees and to reinstate fees on any fund.

Products and services available to us from Custodians and other third parties

Schwab and Fidelity provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to retail customers. Schwab and Fidelity also make available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. These support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of support services:

Services that benefit you. Schwab and Fidelity institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab and Fidelity include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Services described in this paragraph generally benefit you and your account.

Services that may not directly benefit you. Schwab and Fidelity also make available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both proprietary and that of third parties. We may use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab or Fidelity. In addition to investment research, Schwab and Fidelity also make available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

Services that generally benefit only us. Schwab and Fidelity also offer other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support
- Compliance Technology

Schwab and Fidelity may provide some of these services themselves. In other cases, they will arrange for third-party vendors to provide the services to us. Schwab and Fidelity may discount or waive their fees for some of these services or pay all or a part of a third party's fees. Schwab and Fidelity may also provide us with other benefits, such as occasional business entertainment of our personnel. Other third parties such as fund companies, variable annuity companies or insurance companies may provide support that generally benefit only us. These companies contribute to expenses of SEIA seminars and other events.

The availability of these services from custodians benefits us because we do not have to produce or purchase them. We don't have to pay for these services. These services are not contingent upon us committing any specific amount of business to Schwab and Fidelity in trading commissions or assets in custody. This creates an incentive to require that you maintain your account with Schwab or Fidelity, based on our interest in receiving these services that benefit our business and Schwab or Fidelity's payment for services for which we would otherwise have to pay rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that our selection of Schwab or Fidelity as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of all services (see "How we select brokers/ custodians") and not only the services that benefit only us.

The availability of these services from other third parties benefits us because we do not have to produce or purchase them. We don't have to pay for these services. These services are not contingent upon us committing any specific amount of business to a fund company, variable annuity company, insurance company or other third party in trading or assets with one company. This creates an incentive to invest with specific fund companies, variable annuity company or insurance company based on our interest in receiving these services that benefit our business and the third parties payment for services for which we would otherwise have to pay rather than based on your interest in receiving the best investment selection. This is a conflict of interest. We believe, however, that our investment selection is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of all services and not only the services that benefit only us.

Best Execution

In seeking to obtain best execution, SEIA looks to the most favorable terms for each transaction by taking into account that each transaction has its own set of unique variables including but not limited to character of the market for the security, size and type of transaction, number of markets and timeliness of the trade execution. Some market scenarios may require the trader to prioritize execution speed over transaction costs, but this again reiterates the firm’s obligation to attain the most advantageous trade execution for each client as it pertains to that trade and may not always yield the lowest possible commission cost or the lowest or highest price.

SEIA will aggregate trades for discretionary accounts and place block trades with our execution partners. There are many factors that will determine the length of time it will take to trade all discretionary accounts where a particular trade applies including but not limited to: client placed account restrictions, liquidity, timing of initiation, and complexity of implementation. It will take between one day and a hundred days, but the Firm will make best efforts to trade all applicable accounts in the shortest possible timeframe given the circumstances and best execution goals. Accounts traded as part of the same block will receive the same execution price. Accounts traded as part of different blocks on different days will receive different prices, that may be better or worse, than those traded as parts of other blocks.

SEIA's trading department and Compliance meet periodically to review trades, any significant trends and issues that occurred during the period, which can result in establishing new procedures as needed.

SEIA will review best execution on several factors which may include but is not limited to:

- Price improvement opportunities (i.e. the difference between the execution price and the best quotes prevailing at the time the order is received by the market
- Differences in price dis-improvement (i.e. situations in which a client receives a worse price at execution than the best quotes prevailing at the time the order is received by the market)
- The likelihood of execution of limit orders
- The speed of execution
- Size of the order and impact to the market
- Commission & fee
- Client needs and expectations
- Broker-dealer's responsiveness.

Error Correction

Although SEIA takes all reasonable steps to avoid errors in our trading process, errors do occasionally occur. SEIA's policy is that trade errors be resolved promptly from when they are discovered and, in a manner, so that the client will be in the same position as they would have been had the error not occurred. Errors must be brought to the attention of the firm within three months from trade date for the error to be eligible for trade correction. After three months the firm will work with the client on a case-by-case basis to determine an appropriate corrective action if possible. There is no single solution to every trading error. Resolution must be determined on a case-by-case basis in line with our fiduciary duty to the client. SEIA will determine the most appropriate calculation methodology on a case-by-case basis with respect to the specific details of each trade error. A theoretical claim of a lost opportunity based on a what-if scenario is not considered a trade error.

Cross Transactions

SEIA does not execute Cross Transactions for equity securities. SEIA does not execute Cross Transaction for fixed income. If in the normal course of business, a buy and sell order for the same fixed income security are received in close proximity, SEIA may notify the custodian/broker of the potential Cross

Transaction. SEIA does not receive compensation for such transactions and the custodian, not SEIA, will price and clear the transaction.

Principal Trades

SEIA does not participate in Principal trades.

Pledged Accounts

Some client accounts at Fidelity or Schwab may be "pledged". This means the assets in the account are pledged as collateral against a loan. These accounts will look and function like margin accounts. SEIA will not recommend the purchase of securities on margin. SEIA does not take part in the lending process and has no financial interest in the process.

Soft Dollar Practices

SEIA does not participate in any programs for soft dollar credits. See the section titled, " Products and services available to us from Custodians and other third parties" for information on soft dollar benefits.

Client Referrals from Brokers

See the main section heading on **Client Referrals and Other Compensation** for important disclosures.

Trade Aggregation

Client trades may be executed as a block trade. This would apply only to those accounts and transactions that are entered on a discretionary basis (e.g., Signature Allocation Series & Signature Targeted Strategies) and to a very limited extent bond trades that are placed after market close.

All aggregated trades will be done in the name of the Advisor. The executing broker will be informed that the trades are for the account of the Advisor's clients and not for the Advisor itself. No advisory account within the block trade will be favored over any other advisory account, and thus, each account will participate in an aggregated order at the average share price and receive the same commission rate. The Custodian will be notified of the amount of each trade for each account. SEIA and/or its Financial Advisors may participate in block trades with clients and may also participate on a pro rata basis for partial fills, but only if clients receive fair and equitable treatment.

Item 13: Review of Accounts

Review of Accounts

A record keeping profile is established and maintained on SEIA's Client Relationship Management system for each client. This record will include information regarding client's financial profile. SEIA will seek to keep this information up to date through an annual mailing where clients have the opportunity to update or confirm the information SEIA has on file. Financial Advisors periodically review your accounts as follows: Discretionary and non-discretionary management accounts are monitored on a continuous basis. Investment consulting accounts are monitored on a quarterly basis. Retirement plan consulting can be a one-time engagement, with no ongoing monitoring, or an ongoing engagement, with continuous monitoring. Financial planning is a one-time engagement, no ongoing monitoring, but can be delivered ongoing as part of discretionary or non-discretionary management. Such review and consultation typically contain, when warranted, advice regarding recommended changes to your investments and recommendations for implementation of proposed changes. In some cases, the Financial Advisor may recommend that holding be the most prudent strategy, such as when the current portfolio is performing as expected and continues to be in line with the client's stated objectives. Though trading activity is not always needed the firm continues to supervise and monitor the account.

Client's will receive quarterly reports which are for informational purposes only and based on information believed to be accurate, but that we have not verified. For accurate account information, you must refer to the account statement from the account custodian.

Reports on Accounts

Clients receive standard account statements from the qualified custodian or investment sponsor, in addition to written reports prepared by SEIA. Clients have the option to receive hard-copy or electronic account statements from their custodian. Investment Management and Investment Consulting clients receive quarterly written reports from SEIA. SEIA quarterly reports include current and historic performance, performance by security, asset class and investment style summaries and a portfolio appraisal. Additional reports, by request, can be customized to meet the needs of the client. Clients have the option to receive hard-copy or electronic account statements from SEIA.

On-Going financial planning clients receive an annual Financial Plan review (verbal or written) in addition to their written quarterly reports.

Item 14: Client Referrals & Other Compensation

Client Referrals from Brokers

SEIA receives client referrals from Charles Schwab & Co., Inc. ("Schwab") through SEIA's participation in Schwab Advisor Network® ("SAN" or "the Service"). The Service is designed to help investors find an independent investment adviser. SEIA is independent and not affiliated with SAN or any Schwab company. Schwab does not supervise or control SEIA, and Schwab has no responsibility or oversight for SEIA's provision of investment management or other advisory services. SEIA pays Schwab fees to receive client referrals through the Service. SEIA's participation in the Service raises potential conflicts of interest as further described below. Referrals from Schwab to SEIA do not constitute a recommendation or endorsement by Schwab of SEIA's particular investment management services or strategies.

Under SAN, Schwab acts as a promoter for SEIA, and SEIA pays referral fees to Schwab for each referral received based on SEIA's assets under management attributable to each client referred by Schwab or members of each client's household. Thus, SEIA has an incentive to encourage household members of clients referred through SAN to maintain custody of their accounts and execute transactions at Schwab. SEIA pays Schwab a Participation Fee on all referred clients' accounts that are maintained in custody at Schwab and a Non-Schwab Custody Fee on all accounts that are maintained at, or transferred to, another custodian. The Participation Fee paid by SEIA is a percentage of the fees the client owes to SEIA or a percentage of the value of the assets in the client's account, subject to a minimum Participation Fee. SEIA pays Schwab the Participation Fee for so long as the referred client's account remains in custody at Schwab. The participation fees are 0.0625% for billable assets $0 – $2 million; 0.05% for billable assets $2 million – $5 million; 0.0375% for billable assets $5 million – $10 million; 0.025% for billable assets $10 million and over. The Participation Fee is billed to SEIA quarterly and can be increased, decreased or waived by Schwab from time to time. The Participation Fee is paid by SEIA and not by the client. SEIA has agreed not to charge clients referred through the Service fees or costs greater than the fees or costs SEIA charges clients with similar portfolios who were not referred through the Service.

SEIA generally pays Schwab a Non-Schwab Custody Fee if custody of a referred client's account is not maintained by, or assets in the account are transferred from Schwab. This Fee does not apply if the client was solely responsible for the decision not to maintain custody at Schwab. The Non-Schwab Custody Fee is a one-time payment equal to a percentage of the assets placed with a custodian other than Schwab. The Non-Schwab Custody Fee is higher than the Participation Fees Advisor generally would pay in a single year. Thus, a conflict of interest exists because SEIA has an incentive to recommend that these client accounts be held in custody at Schwab.

The Participation and Non-Schwab Custody Fees will be based on assets in accounts of SEIA's clients who were referred by Schwab and those referred clients' family members living in the same household. Thus, SEIA will have incentives to encourage household members of clients referred through the Service to maintain custody of their accounts and execute transactions at Schwab and to instruct Schwab to debit SEIA's fees directly from the accounts.

For accounts of SEIA's clients maintained in custody at Schwab, Schwab will not charge the client separately for custody but will receive compensation from SEIA's clients in the form of commissions or other transaction-related compensation on securities trades executed through Schwab. Schwab also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades executed through broker-dealers other than Schwab. Schwab's fees for trades executed at other broker-dealers are in addition to the other broker-dealer's fees. Thus, SEIA has an incentive to suggest that referred clients and their household members maintain custody of their accounts with Schwab. While participation in SAN does not limit SEIA's duty to select brokers on the basis of best execution, there is an incentive for SEIA not to recommend other brokers. SEIA, nevertheless, acknowledges its duty to seek best execution of trades for client accounts. Trades for client accounts held in custody at Schwab can be executed through a different broker-dealer than trades for SEIA's other clients. Thus, trades for accounts custodied at Schwab are executed at different times and different prices than trades for other accounts that are executed at other broker-dealers.

SEIA also participates in the Fidelity Wealth Advisor Solutions® Program (the "WAS Program"), through which SEIA receives referrals from Fidelity Personal and Workplace Advisors LLC ("FPWA"), a registered investment adviser and Fidelity Investments company. SEIA is independent and not affiliated with FPWA or any Fidelity Investments company. FPWA does not supervise or control SEIA, and FPWA has no responsibility or oversight for SEIA's provision of investment management or other advisory services.

Under the WAS Program, FPWA acts as a promoter for SEIA, and SEIA pays referral fees to FPWA for each referral received based on SEIA's assets under management attributable to each client referred by FPWA or members of each client's household. Thus, SEIA has an incentive to encourage household members of clients referred through the Program to maintain custody of their accounts and execute transactions at Fidelity. The WAS Program is designed to help investors find an independent investment adviser. Referrals from FPWA to SEIA do not constitute a recommendation by FPWA of SEIA's particular investment management services or strategies. More specifically, SEIA pays the following amounts to FPWA for referrals: the sum of (i) an annual percentage of 0.10% of any and all assets in client accounts where such assets are identified as "fixed income" assets by FPWA and (ii) an annual percentage of 0.25% of all other assets held in client accounts. In addition, SEIA has agreed to pay FPWA a minimum annual program fee of $50,000 to participate in the WAS Program. These referral fees are paid by SEIA and not the client. SEIA will not charge clients referred through the WAS Program fees or costs greater than the fees or costs SEIA charges clients with similar portfolios who were not referred through the WAS Program.

Generally, to receive referrals from the WAS Program, SEIA must meet certain minimum participation criteria; however, SEIA has been selected for participation in the WAS Program as a result of its other business relationships with FPWA and its affiliates, including Fidelity Brokerage Services, LLC ("FBS"). As a result of its participation in the WAS Program, a conflict of interest exists with respect to SEIA's decision to use certain affiliates of FPWA, including FBS, for execution, custody and clearing for certain client accounts, as SEIA has an incentive to suggest the use of FBS and its affiliates to its advisory clients, whether or not those clients were referred to SEIA as part of the WAS Program. Under its agreement with FPWA, SEIA has agreed that Adviser will not charge clients more than the standard range of advisory fees disclosed in its Form ADV 2A Brochure to cover promoter fees paid to FPWA as part of the WAS Program. Pursuant to these arrangements, SEIA has agreed not to solicit clients to transfer their brokerage accounts from affiliates of FPWA or establish brokerage accounts at other custodians for referred clients other than when SEIA's fiduciary duties would so require, and Adviser has agreed to pay FPWA a one-time fee equal to 0.75% of the assets in a client account that is transferred from FPWA's affiliates to another custodian. Based on the foregoing, SEIA has an incentive to suggest that referred clients and their household members maintain custody of their accounts with affiliates of FPWA. While participation in the WAS Program does not limit SEIA's duty to select brokers on the basis of best execution, there is an incentive for SEIA not to recommend other brokers. Trades for client accounts held in custody at Fidelity can be executed through a different broker-dealer than trades for SEIA's other clients. Thus, trades for accounts custodied at Fidelity are executed at different times and different prices than trades for other accounts that are executed at other broker-dealers.

Promoter Fees Paid

SEIA will engage and compensate Promoters for client referrals. All Promoter agreements are in compliance with the SEC Rule 206(4)-1 of the Investment Advisers Act of 1940, as amended. In addition, all applicable federal and state laws will be observed. All clients procured by outside Promoters will be given a written Promoter Disclosure Statement by the Promoter, describing the terms and fee arrangements between SEIA and the Promoter, at the time of the referral. Adviser shall pay Promoter (or Promoter's Broker-Dealer as applicable) an annual fee as agreed upon in Adviser's Investment Advisory Agreement and the fee schedule shown on the Promoter Compensation disclosure.
SEIA's fees shall be stated in the clients' SEIA Investment Advisory Agreement, and the portion paid to the Promoter will be disclosed to clients in the Promoter Disclosure Statement which will be delivered at the time of the referral.

SEIA shall be responsible for paying to Promoter their portion of fees within thirty (30) days of the SEIA's receipt of the individual client's fee payment.

SEIA may compensate employees for client referrals, which may be a onetime flat fee, or a percentage of the assets paid on a quarterly basis. An employee promoter must disclose their employee status with SEIA to the client at the time of the solicitation or referral.

Referral Fees Received

SEIA has agreements with other Registered Investment Advisers and will recommend other Advisers to clients. In such instances, SEIA will receive a portion of the client's advisory fee paid to the other Advisers. In these instances, we will deliver to the client a separate written Promoter's Disclosure Statement and as applicable, Investment Adviser Brochure for the other Registered Investment Advisor. The client is under no obligation to use the services of the other Adviser(s) recommended. See additional disclosure under sub-heading Third Party Money Manager Fees, Promoter Fees and Other Disclosures in the Fees and Compensation heading.

Other Referral Arrangements

At the request of the client, SEIA will work with various law firms, accounting firms, pension consultants, and other professional advisors, to coordinate the steps necessary to provide the client with SEIA's services. While providing financial services, SEIA engages in the analysis of information regarding legal matters, taxes, accounting, and retirement plans though does not provide tax, accounting or legal advice. This analysis is not intended to replace the need for independent advice from these other professional advisors. If authorized in writing, SEIA will supply information necessary to law firms for the preparation of client's trust documents. If authorized in writing, SEIA will supply information to accounting firms for the preparation of client's taxes. SEIA does not receive compensation from these outside professional advisors. The client is responsible to pay for services rendered from the outside professional advisors selected by client.

Sales Awards

Financial Advisors of SEIA in their respective capacities as Registered Representatives and/or insurance brokers, may receive 12b-1 fees and other incentive awards from mutual funds, variable annuity companies, and insurance companies. All allowable compensation is disclosed in the mutual fund and variable annuity prospectus. Commission rates are set by each fund; clients do not pay for the additional compensation. We also receive directly from RA or its affiliates, production incentive awards, and attendance fee covered for some conventions/workshops.

Investment Committee

Investment Committee members (other than Deron McCoy) receive nominal compensation from SEIA, for serving on the committee's monthly meetings.

Charitable Contributions

SEIA or its personnel may make contributions to charities that clients may be involved in. SEIA personnel may serve on the board of these charities. SEIA's charitable contributions are in no way tied to clients or client accounts. SEIA and its personnel make contributions to SEIA's charitable fund, the Signature Fund For Giving (SFFG). SFFG does not accept donations from clients or prospects.

Item 15: Custody

SEIA has limited custody of our clients' funds or securities when the clients authorize us to deduct our management fees directly from the client's account. SEIA is also deemed to have custody of clients' funds or securities when clients have standing authorizations ("SLOA") with their custodian to move money from their account to a third-party or first-party wire instructions, and under that SLOA authorize SEIA to designate the amount or timing of transfers with the custodian. The SEC has set forth a set of standards intended to protect client assets in such situations, which we follow. The conditions are as follows: (1) The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed. (2) The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time. (3) The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer. (4) The client has the ability to terminate or change the instruction to the client's qualified custodian (5) The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction. (6) The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser. (7) The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

A qualified custodian holds clients' funds and securities. Clients will receive statements directly from their qualified custodian at least quarterly. The statements will reflect the client's funds and securities held with the qualified custodian as well as any transactions that occurred in the account, including the deduction of our fee. Clients should carefully review the account statements they receive from the qualified custodian. When clients receive statements from SEIA as well as from the qualified custodian, they should compare these two reports carefully. Clients with any questions about their statements should contact SEIA at the address or phone number on the cover of this brochure. Clients who do not receive a statement from their qualified custodian at least quarterly should contact SEIA or the Custodian directly.

Minor variations may occur because of reporting dates, accrual methods of interest and dividends, and other factors. The custodial statement is the official record of your account for tax purposes.

Item 16: Investment Discretion

A limited power of attorney will be obtained from clients. SEIA will not have authority to withdraw funds or to take custody of client funds or securities, other than as described under Custody above.

Signature Elite and Investment Consulting services are **non-discretionary**. SEIA only has the authority to execute trades pre-approved by clients.

Under Signature Allocation Series & Signature Targeted Strategies client will sign a limited power of attorney and SEIA will have the **discretionary** authority to determine the securities and the amount of securities to be bought or sold and to automatically rebalance/reallocate within an asset allocation range subject to the restrictions in the Investment Policy Statement. Signature Allocation Series & Signature Targeted Strategies is managed by SEIA's Chief Investment Officer, Deron McCoy, CFA, CFP®, CAIA and his team. Mr. McCoy and The Investment Committee determine overall investment strategy. Mr. McCoy and his team are the only people authorized to direct trades on a discretionary basis. Mr. McCoy's brochure supplement immediately follows this SEIA Brochure. The client will designate the firm to be used for custodial services as described in "Brokerage Practices." The client is given the opportunity to impose reasonable restrictions on the management of the account. For discretionary accounts, Buy / Sell restrictions must be symbol specific. The security must have a symbol and be listed on an exchange. A buy / sell restriction cannot be based on: an idea, CUSIP, fund family, theme, bond or company name. The client is responsible for updating all buy / sell restriction instructions as necessary for situations including but not limited to: conversions, symbol changes or any other activity where the specific instructions SEIA has on file no longer accurately represents the instructions. Discretionary and non-discretionary account Buy / sell restrictions are subject to the manager's acceptance.

Item 17: Voting Client Securities

SEIA does not vote client securities. It is the client's responsibility to vote with regards to their securities. SEIA may respond to client inquiries regarding voting client securities in an educational fashion. Clients will receive voting materials and other relevant information directly from their custodian. If voting materials are inadvertently received by SEIA they will be promptly forwarded to the client. Voting is ultimately the clients' decision and responsibility.

For other corporate actions in non-discretionary accounts, client must approve for Advisor to take any action related to a corporate action. Advisor will contact or attempt to contact client with respect to corporate actions where Advisors recommendation is to act. If client does not approve or cannot be reached the Advisor will not take any action and the account will accept the default option. If the recommendation is not to act, the Advisor may not contact the client and the account will accept the default option. For corporate actions in discretionary accounts, Advisor will make the decision to act or not and take the associated action without seeking client approval.

Item 18: Financial Information

An investment advisor must provide financial information if a threshold of fee prepayments is met or, if there is a financial condition likely to impair the ability to meet contractual commitments; or, a bankruptcy within the past ten years.

Form ADV Part 2B

Brochure Supplement

SIGNATURE

ESTATE & INVESTMENT ADVISORS, LLC ®

Part 2B Supplement Deron McCoy

Name of Supervised Person/IA Rep	Deron McCoy
Address	2121 Ave. of the Stars, Suite 1600, Los Angeles, CA 90067
Phone Number	310-712-2323
Date of Brochure as Last Revised:	March 25, 2020

Name of Registered Investment Advisor	Signature Estate & Investment Advisors, LLC (“SEIA”)
Address	2121 Ave. of the Stars, Suite 1600, Los Angeles, CA 90067
Phone Number	310-712-2323
Website Address	www.seia.com

This Brochure Supplement provides information about Deron McCoy that supplements the SEIA brochure. You should have received a copy of that brochure. Please contact the SEIA Compliance Department if you did not receive SEIA’s brochure or if you have any questions about the contents of this supplement. Additional information about Deron McCoy is available on the SEC’s website at: www.adviserinfo.sec.gov

Deron McCoy is the Chief Investment Officer and head of SEIA’s Department of Investment Management and Economic Strategy (“DIMES”). DIMES is responsible for the research and development of SEIA’s asset allocation targets. Mr. McCoy manages discretionary trading for accounts in Signature Allocation Series and Signature Targeted Strategies.

Educational Background and Business Experience

Education and Business Background

Name: Deron McCoy, CFA, CFP®, CAIA, AIF®
Year of Birth: 1972
Education: University of California Los Angeles (UCLA), Los Angeles, CA
BS Mathematics-Applied Science, Specialization in Economics, 1995
Business: SEIA/SIA/SIP, Los Angeles, CA – Chief Investment Officer, DIMES
SEIA - 9/2001 – present; SIA - 11/2011 – present; SIP - 10/2015 – present
Royal Alliance Associates, Inc., Los Angeles, CA – Registered Representative
11/18 – present
Signator Investors, Inc., Los Angeles, CA – Registered Representative
6/95 – 11/18

Professional Designations Qualifications

CFP® - Certified Financial Planner is issued by the Certified Financial Planner Board of Standards, Inc. CFP is a professional designation attained by a financial planner or advisor who has successfully completed the requirements set by the Certified Financial Planner Board. The CFP designation that denotes a person is a competent, professional and ethical financial planner. CFP professionals must adhere to a code of ethics, which also requires every applicant to pass a background check before obtaining his or her designation.Candidates must meet the following requirements:

- Complete CFP® education program
- Bachelor’s degree (or higher) from an accredited college or university
- Pass CFP® certification exam
- 3 years of full-time personal financial planning experience
- Continuing education requirement of 30 hours every 2 years

CFA – Chartered Financial Analyst is issued by the CFA Institute. A Chartered Financial Analyst (CFA) is a highly respected designation attained by an investment professional who has successfully completed all three parts of the CFA exam. The CFA designation denotes that a person has a strong foundation of advanced investment analysis and real-world portfolio management skills. The CFA charter is one of the most respected designations in finance and is widely considered to be the gold standard in the field of investment analysis.
CFA designees must meet the following requirements for regular membership:

- Hold a bachelor’s degree from an accredited institution or have equivalent education or work experience
- Complete and pass the CFA Program – a graduate-level self-study program culminating in three sequential six-hour exams
- Have at least 4 years of qualified work experience in the investment decision-making process
- Fulfill society requirements, which require two sponsor statements as part of each application
- Commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct

- Must be a regular member

CAIA - Chartered Alternative Investment Analyst is issued by CAIA Association. A Chartered Alternative Investment Analyst is a respected designation attained by an investment professional who has successfully completed both levels of the CAIA exam. The CAIA designation is meant for a financial professional who will be primarily in the alternative investment space, which may include but not limited to hedge funds and private equity.

Candidates must meet the following requirements:

- Hold a U.S. bachelor's degree or the equivalent, and have more than one year of professional experience
- Successfully pass both the Level I and Level II exams
- Four years of experience in the financial industry
- Complete self-evaluation tool every three years

AIF® - Accredited Investment Fiduciary is issued by the Center for Fiduciary Studies

Candidates must meet the following requirements:

- Complete the AIF training program
- Pass the final certification exam
- Continuing education requirement of 6 hours per year

Disciplinary Information

An investment advisor and its supervised persons (IA Reps) must disclose material facts about any legal or disciplinary event that is material to a client's evaluation of the advisory business or of the integrity of the IA Rep. Deron McCoy does not have any disclosure items.

Other Business Activities

Deron McCoy is the Chief Investment Officer for Signature Estate & Investment Advisors, LLC ("SEIA"), Signature Investment Advisors, LLC ("SIA") and Signature Intelligent Portfolios, LLC ("SIP"). SIA and SIP are subsidiary companies of SEIA. Each entity is a Registered Investment Advisor ("RIA"). This activity does not pose a conflict of interest.

Deron McCoy is a Registered Representative with Royal Alliance Associates, Inc. ("RA"), a Broker-Dealer, member FINRA/SIPC. This This activity does not pose a conflict of interest as Mr. McCoy does not sell securities or insurance products.

Additional Compensation

Deron McCoy receives a portion of revenues derived from management of discretionary services offered through the Department of Investment Management. Mr. McCoy does not receive any securities commissions.

Supervision

Deron McCoy serves on the Investment Committee, which provides research and formulates investment strategies. Mr. McCoy will apply the asset allocation strategy as he sees fit to discretionary client accounts. The Investment Committee performs oversight. Further, Deron McCoy is supervised by the CEO, Brian D. Holmes. The CEO has created a Compliance Department to assist in monitoring for compliance with the Advisors Act. The CEO may be contacted at 310-712-2323.

Privacy Notice

NOTICE OF PRIVACY OF CONSUMER FINANCIAL INFORMATION

Respect for clients' privacy is highly valued at Signature Estate & Investment Advisors, LLC ("we") and your privacy is important to us. We understand that the trust you have placed in us is conditional upon our proper handling of your personal information. This notice is meant to inform you of how we safeguard your non-public personal information. We restrict access to non-public personal information about you to those employees and supporting organizations that need access to the information to provide our products or services to you. We maintain physical, administrative and procedural safeguards that comply with federal standards to help guard your non-public personal information.

State and Federal law gives you the right to know what information is being collected about you and how the information will be used.

1. Information We Collect: In connection with providing our services, we collect non-public personal information about you which may include:
    a. Information we receive from you on fact finding and account application documents such as your name, date of birth, social security number, driver's license number, passport number, or other similar identifiers, phone number, email address, occupation, financial goals, assets, expenses, tax bracket and income.
    b. Information about your transactions in the accounts managed by SEIA, our affiliates, or other third parties.
    c. Information that you requested be forwarded to us by your other professional advisors.
2. Use of Personal Information: We use your personal information in connection with providing financial services to you, including:
    a. To establish or maintain an account with an unaffiliated third party, such as a custodian or broker-dealer.
    b. To process requests, such as asset movement or purchases and sales.
    c. To keep you informed about information related to our business and other items of interest to you.
    d. To comply with Federal, State, Self-Regulatory Organization and other Regulatory requirements
3. Categories of Parties to Whom We Disclose: We will not disclose information regarding you or your accounts except under the following circumstances:
    a. To your Financial Advisor, their team and the back-office service team, to the extent it is necessary to have access to provide you with our services.
    b. To companies that perform support services on our behalf as necessary to affect, administer, or process a transaction, or for maintaining and servicing your account. These include custodian, broker-dealer, executing brokers, investment companies or insurance companies.
    c. To companies that perform support services for us, such as data processors, compliance monitoring technology, consultants, mailing services and information security administrators.

d. To your attorney, certified public accountant, trustee or anyone else authorized by you in writing.
e. To our attorneys, accountants, consultants or auditors.
f. To government entities or other third parties in response to regulatory inquiries, subpoenas or other legal process as required by law.
g. SEIA & its affiliates do not sell customer lists or customer information.
h. SEIA permits Investment Advisors that terminate their affiliation with SEIA to make copies of all or part of their client files. If you do not want SEIA to disclose your non-public personal information with your Advisors new financial institution please contact Signature Estate & Investment Advisors, LLC, Attn: Compliance Department, 2121 Avenue of the Stars, Suite 1600, Los Angeles, CA 90067. If you reside in a state that requires your affirmative consent before we provide your non-public personal information to certain third-parties, such as in connection with the transfer of your Advisor to another financial institution, we will obtain such consent as required.
i. Rights under the California Consumer Privacy Act:
    i. If you are a California Resident you have the right to:
        1. Request we disclose to you free of charge the following information covering the 12 months preceding your request:
            a. the categories of Personal Information about you that we collected;
            b. the categories of sources from which the Personal Information was collected;
            c. the purpose for collecting Personal Information about you;
            d. the categories of third parties to whom we disclosed Personal Information about you and the categories of Personal Information that was disclosed (if applicable) and the purpose for disclosing the Personal Information about you; and
            e. the specific pieces of Personal Information we collected about you;
        2. Request we delete Personal Information we collected from you, unless the CCPA recognizes an exception; and
        3. Be free from unlawful discrimination for exercising your rights under the CCPA.
    ii. How to Exercise Your Rights
        1. Completing the Personal Information Request Form and emailing the completed form to operations@seia.com. This form is available on our website under the "Legal Disclaimer" section.
        2. Calling (800) 723-5115

4. Changes to Our Privacy Notice
    a. We reserve the right to amend this privacy at our discretion and at any time. If we make material changes to this privacy notice, we will notify you through a mailing.
5. Question or Concerns:
    a. You may contact us with questions or concerns about this policy and our practices by:
        i. Write us at:
            Signature Estate & Investment Advisors, LLC – Compliance Department
            2121 Avenue of the Stars, Suite 1600
            Los Angeles, CA 90067
        ii. Email us at: operations@seia.com
        iii. Call us at: 310-712-2363