

# 2025 Franchise Disclosure Document





## FRANCHISE DISCLOSURE DOCUMENT

Ameriprise Financial Services, LLC  
A Delaware Limited Liability Company  
200 Ameriprise Financial Center  
Minneapolis, Minnesota 55474  
Telephone: (612) 671-3131  
[www.ameriprise.com](http://www.ameriprise.com)  
[ufocandfddquestions@ampf.com](mailto:ufocandfddquestions@ampf.com)

The Independent Advisor will operate a business that offers brokerage services, financial planning, investment advice and consulting services, securities products and other related products and services under the “Ameriprise Financial Services, LLC” name and logo.

The total investment necessary to begin operation of an Ameriprise Financial Services, LLC Independent Advisor Business franchise is \$12,098.50 to \$130,363.00. This includes \$1,500 to \$6,500 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Operations Department at 960 Ameriprise Financial Center, Minneapolis, Minnesota 55474, 612-671-5262, and at [ufocandfddquestions@ampf.com](mailto:ufocandfddquestions@ampf.com).

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer's Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission (“FTC”). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 25, 2025

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION  | WHERE TO FIND INFORMATION   |
|---|---|
| <b>How much can I earn?</b>   | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or <u>Exhibit J</u> . |
| <b>How much will I need to invest?</b>  | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.  |
| <b>Does the franchisor have the financial ability to provide support to my business?</b>                                  | Item 21 or <u>Exhibit N</u> includes financial statements. Review these statements carefully.   |
| <b>Is the franchise system stable, growing or shrinking?</b>  | Item 20 summarizes the recent history of the number of company-owned and franchised outlets.  |
| <b>Will my business be the only Ameriprise Financial Services, LLC Independent Financial Advisor Business in my area?</b> | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.   |
| <b>Does the franchisor have a troubled legal history?</b>   | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.  |
| <b>What's it like to be an Ameriprise Financial Services, LLC Independent Financial Advisor Business franchisee?</b>      | Item 20 or <u>Exhibits J and K</u> list current and former franchisees. You can contact them to ask about their experiences.  |
| <b>What else should I know?</b>   | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.   |

## What You Need to Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, how you market, what you sell, your access to customers and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in [Exhibit B](#).

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

### **Special Risks to Consider About *This* Franchise**

Certain states require that the following risk(s) be highlighted:

#### **Not Applicable**

Certain states may require other risks to be highlighted. Check the State Specific Addenda to see whether your state requires other risks to be highlighted.

## MICHIGAN COVER PAGE

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (A) A prohibition on the right of a franchisee to join an association of franchisees.
- (B) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (2) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - (4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C).
- (I) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer

its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

A franchisor whose most recent financial statements are unaudited and which show a net worth of less than \$100,000.00 shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The escrow agent shall be a financial institution authorized to do business in this state. The escrow agent may release to the franchisor those amounts of the escrowed funds applicable to a specific franchisee upon presentation of an affidavit executed by the franchisee and an affidavit executed by the franchisor stating that the franchisor has fulfilled its obligation to provide real estate, improvements, equipment, inventory, training, or other items. This subsection does not prohibit a partial release of escrowed funds upon receipt of affidavits of partial fulfillment of the franchisor's obligation.

The name and address of the franchisor's agent in this state authorized to receive service of process is the Michigan Department of Commerce, Corporation and Securities Bureau, 2407 North Grand River Avenue, Lansing, Michigan 48906.

Any questions regarding this notice should be directed to:

Department of Attorney General  
Corporate Oversight Division  
Franchise Section  
PO Box 30213  
Lansing, Michigan 48909

Note: Notwithstanding paragraph (F) above, we intend to, and you agree that, we and you will fully enforce the provisions of the arbitration section of our agreements. We believe that paragraph (F) above is unconstitutional and cannot preclude us from enforcing the arbitration provisions.

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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

The Franchisor

This disclosure document describes the franchise offered by Ameriprise Financial Services, LLC (“**Ameriprise Financial**”, “**Ameriprise**”, “**we**” or “**us**”). We were formed as a Delaware corporation on June 14, 1971, and on January 9, 2020, we converted to a Delaware limited liability company. We conduct our business under our corporate name, the “Ameriprise” trademark, “Ameriprise Financial®” registration mark and the “Ameriprise Financial” logo. Our principal business address is 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474.

We and our affiliates offer personalized financial products and services to help clients achieve their financial goals through personal financial planning and advice. Over the years, we and our financial advisors have helped millions of people invest and save billions of dollars for what is important to them. In today’s complex financial world, we help our financial advisors serve clients by providing a clear vision of financial opportunities and pitfalls, a listening ear and a steady voice. Through our ongoing relationship with clients, we and our financial advisors identify and tailor solutions for clients’ specific needs. Our overall vision is to be the most sought-after financial planning and services firm.

We and our affiliates offer a wide range of personalized financial services and product solutions to help meet clients’ financial needs and objectives. These include: alternative investments, annuities and insurance, asset management, brokerage, investment advisory services, mutual funds, REITS, retirement plans, trust services, wealth management and other products and services. The financial products and services that we and our affiliates offer are provided and marketed to clients nationwide through our and our affiliates’ employees, independent contractors and third parties. We and our affiliates use direct marketing, local and national advertising, online services, seminar presentations and telemarketing to market the financial products and services that we offer.

Prior to October 1, 2005, we were affiliated with American Express Company (“AEC”). On September 30, 2005, AEC spun-off our direct parent, Ameriprise Financial, Inc., to the shareholders of AEC and it became an independent public company with separate management. As an independent company, Ameriprise Financial, Inc., and its wholly owned subsidiary, Ameriprise Financial Services, LLC (formerly, Ameriprise Financial Services, Inc.), are not affiliated with AEC or any affiliate of AEC.

In 1999, we began offering franchises for Ameriprise Financial, formerly American Express Financial Advisors Inc., independent financial advisor businesses. Other than the franchise described in this disclosure document, we do not grant and have not granted franchises in any other line of business. We began contracting with non-franchised independent contractors (“**Independent Contractors**”) who sell our financial products and services. We also utilize non-franchised personal financial advisors that operate as employees (“**Employees**”). Employees are eligible for commissions, are paid a draw amount and receive training on offering products and services to clients. Employees operate under agreements with us (“**Advisor Agreement**”), of which the terms are different from those described in this disclosure document. Prior to 1999, financial advisors were our Employees during their first year and became Independent Contractors thereafter. Beginning in 1999, financial advisors had the choice to either remain an Employee or become a franchisee (“**Independent Advisor(s)**”). At the end of 2024, we had approximately 3,855 Independent Advisors and approximately 1,723 Employees nationwide. We also offer Independent Advisors the opportunity to use non-franchised personnel financial advisors that operate as employees or contractors of our Independent Advisors (“**Associate Financial Advisors**”). We began offering Independent Advisors the opportunity to use Associate Financial Advisors in 2002, and at the end of 2024, there were approximately 4,316 Associate Financial Advisors. Independent Advisors wishing to utilize an Associate Financial Advisor must sign Addendum 4 to the Franchise Agreement. We also utilize corporate office staff (“**Corporate Staff**”) to service clients online and/or over the telephone. In 2017, our affiliate acquired Investment Professionals, Inc., a broker-dealer that provides investment services through relationships with banks, credit unions and other financial institutions. Referred to as Ameriprise Financial Institutions Group (“**AFIG**”), this group operates separately from our Independent Advisors, Employees and Corporate Staff. At the end of 2024, there were approximately 337 AFIG advisors. AFIG advisors, Employees, Associate Financial Advisors and Corporate Staff offer financial products and services that are similar to or the same as the products and services that will be offered by the Independent Financial Advisor Business offered in this disclosure document. Independent Advisors pay an Initial Fee and a monthly Association Fee, unlike AFIG advisors, Employees and Corporate Staff who pay no such fees.

A list of our agents for service of process is attached to this disclosure document as Exhibit E.

## Our Parent and Affiliates

We are a wholly owned subsidiary of Ameriprise Financial, Inc., a Delaware corporation (“**Parent**”). We have 13 affiliates that may provide products and services to our franchisees and clients, each of which is a wholly-owned subsidiary of the Parent or us: American Enterprise Investment Services Inc., which is a clearing broker for brokerage transactions processed through brokerage accounts with us; Ameriprise Bank, FSB, which provides deposit, lending and personal trust products and services; Ameriprise Captive Insurance Company, which is a risk financing entity for Ameriprise Financial; Ameriprise Certificate Company, which offers investment certificates; Ameriprise Trust Company and Ameriprise Capital Trusts I-IV, which offer trust services to qualified plans; Columbia Management Investment Advisers, LLC, which provides investment advice to institutional clients and mutual funds; Columbia Management Investment Distributors, Inc., which serves as the principal underwriter and distributor of the Columbia-branded suite of funds, serves as placement agent of private funds managed by Columbia Management Investment Advisers, LLC, distributes Columbia Trust collective funds and offers separately managed account strategies managed by Columbia Management Investment Advisers, LLC to wrap program sponsors; Columbia Management Investment Services Corp., which is an SEC-registered transfer agent for Columbia-branded funds, Ameriprise certificates and processes shareholder purchase and redemption requests; RiverSource Distributors, Inc., which is a limited purpose broker-dealer that distributes variable life insurance and variable annuities through us; RiverSource Life Insurance Company and RiverSource Life Insurance Co. of New York, which are conventional life insurance companies offering fixed and variable annuities, disability income insurance, fixed and variable life insurance and long-term care insurance; and Threadneedle International Limited, which advises and sub-advises institutional clients and mutual funds.

A list of our affiliates and their respective business addresses is attached to this disclosure document as Exhibit C. Except as specified above, our predecessors and affiliates have not in the past offered franchises in this or any other line of business.

## The Franchise Offered

We have developed and own a distinctive system that offers, through financial advisors, brokerage services, financial planning, insurance products, investment advice and consulting services, lending services, securities products, tax planning services and other related products and services provided or procured through us, our affiliates and/or third parties (collectively, “**Products & Services**”) to individuals and/or business owners (“**System**”). The distinguishing characteristics of the System include: nearly 130 years of history in financial services; distinctive products and services; a high level of regulatory and securities compliance; the highest standards of customer service and quality advice, including financial planning; administration procedures providing for superior customer service and management control, including consolidated statements; orientation programs; advertising and promotional programs; and direct marketing, telemarketing and online services directed to clients; all of which may be changed, improved and further developed by us from time to time. The System is identified by emblems, indicia of origin, logos, service marks, trademarks and trade names for use in connection with the System, as further specified in Item 13 (“**Proprietary Marks**”).

If we offer a franchise to you (we will refer to the franchisee as “**you**”), you will sign the Independent Advisor Business Franchise Agreement (“**Franchise Agreement**”, attached to this disclosure document as Exhibit A), which will grant you the right to establish and operate the independent financial advisor business using our System and the Proprietary Marks (“**Independent Financial Advisor Business**”). To promote the highest standards of operation under the System, we have prepared Confidential Manuals (“**Manuals**”), to which you will be granted access by a method selected by us, and which include but are not limited to: the Compensation Reference Guide (defined below); the Confidential Operations and Compliance Manual; and bulletins, manuals, policies and procedures setting forth the minimum standards for the Independent Financial Advisor Business, including Client Satisfaction, communications, Compliance, use of the Proprietary Marks, processing procedures, privacy policies, signage, the Code of Conduct and the Individual Treatment Policy.

As our franchisee, you would be an Independent Advisor and you would offer the Products & Services to clients. The Products & Services the Independent Financial Advisor Business would offer include: (i) advisory, financial planning, securities brokerage and/or other financial services; and (ii) annuity policies and life insurance, contracts and other insurance products, financial products, investment certificates, investments, stocks and other products and securities.

We divide with you, the revenues received from the sale of all Products & Services and all other income of every kind and nature related to the Independent Financial Advisor Business (“**Compensation**”), as follows. During each Accounting Period (defined below), we will provide you with a statement showing the financial activity for Products

& Services and various long-term compensation items, detailing the Compensation for the prior Accounting Period. From the Compensation, we: (i) retain a percentage of the Compensation, as specified in the Manuals (“**Compensation Reference Guide**”); (ii) pay to your Franchise Consultant (“**Consultant(s)**”) the percentage of the Compensation specified in the Franchise Consulting Services Agreement (defined below); (iii) pay to your Registered Principal (defined below) the amount specified in the Supervision Agreement (defined below); and (iv) pay to you, the balance of the Compensation after deducting any fees (including the Association Fee (defined below)), interest and other monies due to us for services authorized by you and/or deductions provided for in the Franchise Agreement. See Item 6 for a description of these expenses that may be applicable to the Independent Financial Advisor Business.

Independent Advisors have the option to negotiate agreements with Consultants for leadership services (collectively, “**Consulting Agreement(s)**”). The Consulting Agreement sets forth the services to be provided by the Consultant to the Independent Advisor, such as business planning, coaching and marketing services. Consultants receive a fee or percentage of Compensation for the services they provide to Independent Advisors and some Consultants may solicit individuals to join our System.

All Independent Advisors are associated persons of Ameriprise Financial Services, LLC and must be supervised by a registered principal (“**Registered Principal**”) (or other compliance officials as designated below) in the System. Each Independent Advisor must enter into an agreement with a Registered Principal or Ameriprise Financial for purposes of compliance supervision, which is Addendum 1 of the Franchise Agreement (“**Supervision Agreement**”). A Registered Principal maintains an Office of Supervisory Jurisdiction (“OSJ”) in accordance with the regulations and rules of the Securities and Exchange Commission (“SEC”), FINRA (defined below) and the policies and procedures set forth in the Manuals. Registered Principals are registered individuals responsible for supervising Independent Advisors to ensure that Independent Advisors comply with insurance, securities and other regulatory requirements. Registered Principals are authorized by us to provide these services to Independent Advisors under the System. Registered Principals are generally franchisees that operate under the Franchise Agreement and a Registered Principal Agreement, which is Addendum 2 of the Franchise Agreement (“**Registered Principal Agreement**”), or are employees of Ameriprise Financial.

Independent Advisors must pay a monthly fee for their compliance supervision, which will be determined by Ameriprise Financial as a flat fee. The factors used to determine the compliance supervision fee include: the expected sales volume, Independent Advisor’s compliance record, record keeping costs and the Registered Principal’s time required in providing services. Ameriprise Financial must approve all Registered Principals. If an Independent Advisor does not have a Registered Principal for compliance supervision, we will, for a fee, appoint one of our employees to provide compliance supervision. Since Registered Principals receive a fee for services they provide to Independent Advisors, some Registered Principals may solicit individuals to join our System.

Consultants, Independent Advisors and Registered Principals may receive from Ameriprise Financial, a bonus or referral fee based on the production generated at the prior firm of each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee. Consultants and Independent Advisors may also negotiate to receive a portion of Compensation earned by the prospective franchisee. Other employees of Ameriprise, independent contractors, or contractors and employees of franchisees may also receive a bonus or referral fee for each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee.

## ITEM 2

### BUSINESS EXPERIENCE

#### **William J. Williams**

##### *Executive Vice President – Ameriprise Franchise Group*

Mr. Williams has been our Executive Vice President – Ameriprise Franchise Group since January 2010. From January 2008 to January 2010, Mr. Williams was our Senior Vice President – Franchise Advisors. From October 2005 to January 2008, Mr. Williams was our Senior Vice President – U.S. Advisor Group – Central/Western Region.

#### **Patrick H. O’Connell**

##### *Executive Vice President – Ameriprise Advisor Group and Ameriprise Financial Institutions Group*

Mr. O’Connell has been our Executive Vice President – Ameriprise Advisor Group and Ameriprise Financial Institutions Group since January 2013. From January 2009 to January 2013, Mr. O’Connell was our Senior Vice President – Ameriprise Advisor Group. From January 2002 to January 2009, Mr. O’Connell was our Group Vice President.

#### **Jay L. McAnelly**

##### *Group Vice President – Ameriprise Financial Institutions Group*

Mr. McAnelly has been our Group Vice President – Ameriprise Financial Institutions Group since August 2017. From May 2010 to August 2017, Mr. McAnelly was the President and CEO – Non-Interest Income Opportunity Expert for Financial Institutions of Investment Professionals, Inc. in San Antonio, Texas.

#### **Brian Mora**

##### *Senior Vice President – Business Development*

Mr. Mora has been our Senior Vice President – Business Development since January 2025. From December 2020 to January 2025, Mr. Mora was our Regional Vice President- Ameriprise Advisor Group. From November 2010 to December 2020, Mr. Mora was our Senior Franchise Field Vice President.

#### **Richard Scott Hirsh**

##### *Head of National Recruiting, Ameriprise Independent Advisors*

Mr. Hirsh has been our Head of National Recruiting since January 2025. From November 2009 to December 2024, Mr. Hirsh was our Regional Vice President.

#### **Jon D. Jackson**

##### *Franchise Regional Vice President*

Mr. Jackson has been our Franchise Regional Vice President since January 2025. From July 2015 to January 2025, Mr. Jackson was our Field Vice President.

#### **Michael E. Lawson**

##### *Franchise Regional Vice President*

Mr. Lawson has been our Franchise Regional Vice President since July 2011.

#### **Patricia M. Moll**

##### *Franchise Regional Vice President*

Ms. Moll has been our Franchise Regional Vice President since December 2021. From September 2008 to December 2021, Ms. Moll was our Field Vice President.

#### **Thomas M. North II**

##### *Franchise Regional Vice President*

Mr. North II has been our Franchise Regional Vice President since July 2015. From January 2006 to July 2015, Mr. North II was our Field Vice President.

#### **DeVere Marcus Ranger II**

##### *Franchise Regional Vice President*

Mr. Ranger II has been our Franchise Regional Vice President since December 2022. From January 2014 to December 2022, Mr. Ranger II was our Field Vice President.

#### **Francis (Tres) M. Rouquette III**

##### *Franchise Regional Vice President*

Mr. Rouquette III has been our Franchise Regional Vice President since January 2008. From January 2007 to January 2008, Mr. Rouquette III was our Group Vice President. From August 1998 to January 2007, Mr. Rouquette III was our Field Vice President.



**James M. Cracchiolo**

*Chairman and Chief Executive Officer of Ameriprise Financial, Inc.*

Mr. Cracchiolo has been the Chairman and Chief Executive Officer of Ameriprise Financial, Inc., the Parent company of Ameriprise Financial Services, LLC, since September 2005.

**Gumer C. Alvero**

*President – Insurance & Annuities*

Mr. Alvero has been our President – Insurance & Annuities since March 2022. From March 2021 to March 2022, Mr. Alvero was our Executive Vice President – Insurance & Annuities. From June 2010 to March 2021, Mr. Alvero was our Executive Vice President – Annuities.

**Walter S. Berman**

*Executive Vice President and Chief Financial Officer*

Mr. Berman has been our Executive Vice President and Chief Financial Officer since 2001.

**Sandra L. Bolton**

*Executive Vice President – Wealth Management Solutions*

Ms. Bolton has been our Executive Vice President – Wealth Management Solutions since July 2022. From November 2021 to June 2022, Ms. Bolton was the Chief Integration Officer and Managing Director for FS Investments. From March 2015 to August 2021, Ms. Bolton was the Managing Director, Head of Managed Investments – Investment Solutions Group for Bank of America Merrill Lynch.

**Gregory G. Carr**

*Executive Vice President – Service, Operations & Trading*

Mr. Carr has been our Executive Vice President – Service, Operations & Trading since December 2023. From January 2018 to December 2023, Mr. Carr was our Senior Vice President. From November 2011 to January 2018, Mr. Carr was our Vice President – Head of Capital Markets Trading, Managed Accounts Trading & Services.

**William Davies**

*Global Chief Investment Officer of Columbia Threadneedle Investments*

Mr. Davies has been the Global Chief Investment Officer of Columbia Threadneedle Investments since September 1993.

**Kelli A. Hunter Petruzillo**

*Executive Vice President – Human Resources*

Ms. Hunter Petruzillo has been our Executive Vice President – Human Resources since June 2005.

**David Logan**

*Head of EMEA and Global Business Operations*

Mr. Logan has been the Head of EMEA and Global Business Operations since November 2023. From November 2021 to November 2023, Mr. Logan was the Global Chief Operating Officer of Columbia Threadneedle Investments EMEA APAC. From July 2016 to November 2021, Mr. Logan was the Head of Distribution for BMO Global Asset Management.

**Deirdre D. McGraw**

*Executive Vice President – Marketing, Communications and Community Relations*

Ms. McGraw has been our Executive Vice President – Marketing, Communications and Community Relations since May 2014.

**Heather J. Melloh**

*Executive Vice President and General Counsel*

Ms. Melloh has been our Executive Vice President and General Counsel since June 2022. From January 2020 to June 2022, Ms. Melloh was our Senior Vice President and Assistant General Counsel. From January 2016 to January 2020, Ms. Melloh was our Vice President and Lead Chief Counsel.

**Gerard P. Smyth**

*Executive Vice President and Chief Information Officer*

Mr. Smyth has been our Executive Vice President and Chief Information Officer since August 2020. From August 2013 to August 2020, Mr. Smyth was our Executive Vice President – Advice & Wealth Management, Technology. From August 2007 to August 2013, Mr. Smyth was our Senior Vice President – Advice & Wealth Management, Technology.

**Joseph E. Sweeney**

*President – Advice & Wealth Management, Products and Service Delivery*

Mr. Sweeney has been our President – Advice & Wealth Management, Products and Service Delivery since June 2012. From June 2009 to June 2012, Mr. Sweeney was our President – Advice & Wealth Management, Products & Services. From June 2005 to June 2009, Mr. Sweeney was our President – Financial Planning, Products & Services.

**William F. Truscott**

*Chief Executive Officer of Global Asset Management*

Mr. Truscott has been the Chief Executive Officer of Global Asset Management since October 2012.

**Abu M. Arif**

*Senior Vice President – General Manager Banking and Cash Solutions, Business Development*

Mr. Arif has been our Senior Vice President – General Manager Banking and Cash Solutions, Business Development since January 2007.

**Laura B. Brose-Wilman**

*Vice President – Planning & Administration*

Ms. Brose-Wilman has been our Vice President – Planning & Administration since May 2018. From October 2015 to May 2018, Ms. Brose-Wilman was our Vice President – Advisor Development and Programs.

**Joseph D. Fleming**

*Senior Vice President – Advice & Wealth Management Chief Compliance Officer*

Mr. Fleming has been our Senior Vice President – Advice & Wealth Management Chief Compliance Officer since February 2019. From October 2017 to February 2019, Mr. Fleming was our Chief Compliance Officer. From March 2008 to October 2017, Mr. Fleming was the Chief Compliance Officer – Wealth Management of RBC Capital Markets Corporation in Minneapolis, Minnesota.

**Michael R. Greene**

*Senior Vice President – Advisor Business Development Group*

Mr. Greene has been our Senior Vice President – Business Development Group since December 2010. From March 2009 to December 2010, Mr. Greene was our Vice President – Advisor Business Development Group. From July 2006 to March 2009, Mr. Greene was our Vice President – Financial Planning.

**Jeff E. Soderstrom**

*Senior Vice President – Supervision & Risk Mitigation*

Mr. Soderstrom has been our Senior Vice President – Supervision & Risk Mitigation since July 2018. From June 2009 to July 2018, Mr. Soderstrom was our Vice President – Risk Mitigation.

**Sandeep S. Sugavanam**

*Senior Vice President – India Operations*

Mr. Sugavanam has been our Senior Vice President – India Operations since October 2005.

**Jamie L. Wanless**

*Senior Vice President – Ameriprise Advisor Center*

Mr. Wanless has been our Senior Vice President – Ameriprise Advisor Center since February 2019. From December 2005 to February 2019, Mr. Wanless was our Vice President – Ameriprise Advisor Center.

## ITEM 3 LITIGATION

### ADVISOR RELATED CLIENT LITIGATION

Ameriprise Financial is a defendant in approximately 40–60 claims filed each year by clients (out of over 2,000,000 clients). Most of the claims relate to investment products sold by Ameriprise Financial registered representatives, and generally involve client allegations of advisor error, negligence, misrepresentation, unsuitability or fraud relating to market losses. None of the claims either alleged or resulted in any material amounts against Ameriprise Financial. Ameriprise Financial's advisors are largely protected from the costs of these claims by Ameriprise Financial's Errors and Omissions Program, the cost of which is covered by your Errors and Omissions Fee.

All references to Ameriprise Financial Services, Inc. refer to Ameriprise Financial Services, LLC.

Below are descriptions of non-routine or class action client-related matters claiming over \$5,000,000 in compensatory damages (not including punitive damages), which must be disclosed:

#### A. Pending Matters:

Susanne Mehlman, Joy Hultman, Mindy Bender and Robert Sullivan, Individually and on Behalf of All Others Similarly Situated v. Ameriprise Financial Services, LLC, et al., Case No. 2:24-CV-03018-JRT-DLM, filed in the U.S. District Court for the District of Minnesota on July 30, 2024. Ted Lourenco, Individually and On Behalf of All Others Similarly Situated v. Ameriprise Financial Services, LLC, et al., Case No. 24-CV-08825-MRA-KS, filed in the U.S. District Court for the Central District of California on October 14, 2024. Frank R. Tripson, Individually and on Behalf of All Others Similarly Situated v. Ameriprise Financial Services, LLC, et al., Case No. 0:24-CV-04669, filed in the U.S. District Court for the District of Minnesota on December 31, 2024. Plaintiffs in these putative class action cases allege that Ameriprise's cash sweep services pay interest rates on cash balances that are not in compliance with Ameriprise's legal duties. The causes of action in these matters include Breach of Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Breach of Fiduciary Duty; Negligence; Negligent Misrepresentation and Omissions; Unjust Enrichment; Violation of the Investment Advisers Act, Violation of the Racketeer Influenced and Corrupt Organizations Act, as well as violations of state specific unfair competition laws. In the Mehlman case, Ameriprise filed a Motion to Dismiss the Plaintiffs' claims in their entirety and a separate Motion to Compel Arbitration of Plaintiffs' Investment Advisory Claims on December 20, 2024. Plaintiffs' oppositions to the motions are due January 31, 2025, and Ameriprise's reply is due February 21, 2025. In the Lourenco case, Ameriprise's Motion to Transfer the Case to the U.S.D.C. of Minnesota was granted on January 17, 2025.

#### B. Concluded Matters:

No concluded advisor related client matters are required to be disclosed.

### FIELD SALES FORCE RELATED LITIGATION

Over each of the past 10 years, Ameriprise Financial has had approximately 5 to 12 civil lawsuits or FINRA arbitrations filed against it by current or former employees of its corporate office, field support personnel or by members of the field sales force (members of the field sales force may be either Employees or Independent Contractors of Ameriprise Financial). Most of these lawsuits or FINRA arbitrations have alleged claims of discrimination under federal and state anti-discrimination statutes, as well as other employment-related claims for breach of contract, breach of good faith and fair dealing, emotional distress, fraud, negligence and unfair and deceptive practices. This type of litigation filed by corporate office employees or field personnel generally has no material or threatened material impact on Ameriprise Financial, and thus, Ameriprise Financial has not specifically described those cases.

Below are descriptions of employee or field sales force related matters, which must be disclosed:

#### A. Pending Matters:

Robert Peter Petrocine v. Ameriprise Financial, et al., FINRA Case No. 20-03775, filed on December 1, 2020. Claimant is a former employee advisor alleging he suffered a hostile work environment and further alleging Respondents terminated him because he reported Respondents' alleged misconduct of forcing clients to change their commission-based accounts into fee-based accounts for the purpose of generating more revenue. Claimant's causes of action include: civil racketeering and RICO, New Jersey Conscientious Employee Protection Act, Americans with Disabilities Act, negligent supervision and constructive discharge. Claimant requests damages in excess of \$6,000,000, which includes punitive damages. The arbitration hearing is currently scheduled for January 24 – 31, 2025.

James Theodore Mattson and James Earl Mattson v. Ameriprise Financial Services, LLC, et al., FINRA Case No. 23-03152, filed on October 30, 2023. Claimants are former Ameriprise advisors who allege Respondent advisors poached their customers and violated FINRA rules, MN law and Ameriprise policy. Claimants allege, as a result, that they lost more than 30 clients. Claimants' causes of action include: violation of FINRA Rule 2010 and Rule 3110; violation of the Minnesota Whistleblower Act; tortious interference with prospective economic advantage; and unjust enrichment. Claimants request unspecified damages in excess of \$5,000,000 plus interest and disgorgement of revenue. The arbitration hearing is currently scheduled for February 17-21, 2025.

B. Concluded Matters:

No concluded employee or field sales force related matters are required to be disclosed.

Ameriprise Financial brings approximately 5-10 cases each year to enforce its contractual and other legal rights against: (i) former representatives and officers; and (ii) certain competitors, including enforcing post termination covenants in Ameriprise Financial's Franchise Agreement and other standardized contracts. Under these contracts, Ameriprise Financial's registered representatives and field officers agree to preserve the confidentiality of specified Ameriprise Financial information – including certain client information, and to refrain from diverting Ameriprise Financial's clients whom they learned about or serviced through Ameriprise Financial for one-year after termination. Ameriprise Financial typically obtains injunctive relief enforcing its contracts, plus a monetary settlement or award in its favor.

Ameriprise Financial brings approximately 0-5 cases each year against terminated Independent Advisors for unpaid debt balances. During 2024, Ameriprise Financial pursued no new collection cases. Upon termination, Ameriprise Financial conducts an audit of Compensation to ensure business submitted prior to termination or default is paid and to allow for all other pending business transactions to post appropriately. When audits reveal unpaid charges and/or reverse commissions, or if there is an outstanding balance on a promissory note, Ameriprise Financial will pursue payment of debt balances with former Independent Advisors. Efforts are made to resolve these matters directly, through a collection agency and/or through arbitration proceedings.

Below are descriptions of Ameriprise initiated collection matters, which must be disclosed:

A. Pending Matters:

Ameriprise Financial Services, LLC v. Robert William Urban v. Clayton Harrison, FINRA Case No. 22-02783, filed on December 6, 2022. Claimant's statement of claim against Respondent Urban, a former franchisee, includes: breach of transition note, breach of working capital note and loan agreement, breach of franchise agreement, unjust enrichment, attorney's fees and costs, entry of award for transition note and permanent injunctive relief. Total outstanding note debt in the statement of claim is \$684,955.62. Respondent Urban filed a counterclaim alleging: breach of contract, negligent misrepresentation, prima facie tort and punitive damages in the amount of \$500,000. This case is pending FINRA mediation with a date to be determined.

B. Concluded Matters:

No concluded collection related matters are required to be disclosed.

## RECRUITING RELATED LITIGATION

Financial services firms bring approximately 5-15 cases each year against Ameriprise Financial to enforce contractual and other legal rights arising from Ameriprise Financial's successful recruitment of experienced advisors. These claims are ordinary routine litigation incidental to the recruitment of approximately 300-400 experienced advisors on an annual basis. Claims against Ameriprise Financial are typically filed in FINRA arbitration or federal or state court and involve allegations of tortious interference with a non-solicit agreement or inducement to misappropriate trade secrets. These claims typically include a request for damages and may include a request for injunctive relief. This type of litigation filed by financial services firms generally has no material or threatened material impact on Ameriprise Financial, and thus, Ameriprise Financial has not specifically described those cases.

Below are descriptions of recruiting related matters, which must be disclosed:

A. Pending Matters:

No pending recruiting related matters are required to be disclosed.



B. Concluded Matters:

No concluded recruiting related matters are required to be disclosed.

REGULATORY ACTIONS

Below are descriptions of Regulatory Actions, which must be disclosed:

A. SEC and FINRA Actions

In August 2018, Ameriprise Financial reached a settlement with the SEC regarding allegations that from 2011 through 2014 the firm failed to adopt and implement policies and procedures reasonably designed to safeguard retail investor assets against misappropriation and failed to reasonably supervise five representatives with a view to preventing and detecting violations of certain federal securities laws by these representatives. The firm agreed to pay a civil penalty amount of \$4.5 million. The firm further reimbursed all impacted clients for the losses they incurred due to the misconduct. The firm also took steps to enhance controls, policies and procedures related to the safeguarding of client assets against misappropriation or theft by its associated persons and voluntarily retained a compliance consultant to assess and confirm the reasonableness of these controls, policies and procedures.

In December 2017, Ameriprise Financial reached a settlement with the SEC regarding allegations that from December 2010 through October 2013, the firm negligently relied on misrepresentations made by F-Squared Investments, Inc. regarding certain of its ETF portfolios, and as a result, the firm made false statements about the portfolios in certain advertisements. The SEC also alleged that the firm had failed to adopt and implement written compliance policies and procedures reasonably designed to prevent the alleged violations. The firm agreed to pay a disgorgement amount of \$6.3 million plus prejudgment interest of \$700,000 and a civil penalty amount of \$1.75 million.

In September 2016, Ameriprise Financial reached a settlement with FINRA regarding allegations that between October 2011 and September 2013, the firm failed to detect and prevent wire transfers from five of its customers to one of its registered representatives. FINRA also alleged this went undetected because the firm failed to establish, maintain and enforce a supervisory system that was reasonably designed to review and monitor the transmittal of funds from accounts of customers to third parties, including those controlled by registered representatives of the firm. The firm paid restitution plus interest to the impacted customers and a fine of \$850,000.

B. State Securities Actions

No state securities actions are required to be disclosed.

Other than the matters stated above, there is no other litigation that must be disclosed in this Item.

## **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

## **ITEM 5 INITIAL FEES**

### Initial Fee

When you sign the Franchise Agreement, you must pay us an Initial Fee as a lump sum payment. The Initial Fee is \$1,500. This fee is fully earned and non-refundable as consideration of administrative and other expenses incurred by us in entering into the Franchise Agreement. We will also provide an initial orientation program to you as part of the Initial Fee. The Initial Fee is not increased for individuals that are offered the opportunity to sign the Registered Principal Agreement (Addendum 2).

For employees of Ameriprise Financial who seek to become an Independent Advisor after a job elimination, we may waive the Initial Fee, as specified in Addendum 6 to the Franchise Agreement.

### Optional Training Programs

We offer various optional training programs. You may wish to attend some of our optional training programs prior to opening the Independent Financial Advisor Business. We estimate the cost of attending an optional training program will range from \$0 to \$5,000 (for multiple day workshops) per training program. The payments for optional training programs are non-refundable. Some training programs may only be available to Independent Advisors who are enrolled in a specific program or who meet specific program requirements. See Item 6 and Item 11 for further details regarding our optional training programs. Employees who become Independent Advisors may also attend optional training programs; the cost to these Independent Advisors will range from \$0 to \$5,000 (for multiple day workshops) per training program. Except as otherwise specified above, all fees are payable in lump sum.

**ITEM 6  
OTHER FEES**

| Type of Fee <sup>1</sup>  | Amount <sup>2</sup>   | Due Date <sup>3</sup> | Remarks  |
|---|---|-----------------------|--|
| <b>Administration Fee<sup>5</sup></b>                                   | .06% to .20% on Advisory Solutions (Managed Accounts) AUM             | As incurred           | See Item 19 for information on the Administration Fee.   |
| <b>Advertising Contributions<sup>6</sup></b>                            | Will vary by campaign   | As incurred           |  |
| <b>Ameriprise Platinum Financial Services<sup>7</sup></b>               | \$1,000 to \$4,000  | As incurred           | Optional program   |
| <b>Association Fee<sup>8</sup></b>                                      | \$290 per month   | Monthly <sup>4</sup>  |  |
| <b>Association Fee – Associate Financial Advisor<sup>9,10</sup></b>     | \$695 to \$2,545 per month per Associate Financial Advisor            | Monthly <sup>4</sup>  |  |
| <b>Association Fee – Registered Staff (Paraplanner)<sup>9, 11</sup></b> | \$260 to \$1,085 per month per Paraplanner                            | Monthly <sup>4</sup>  |  |
| <b>ATS Enhanced Services<sup>9, 12</sup></b>                            | \$100 per hour, plus expenses and travel                              | As incurred           | At your expense and option, we offer an assessment and consultation to provide technology solution recommendations for the Independent Financial Advisor Business.             |
| <b>Business Authorizations and Licenses<sup>13</sup></b>                | Will vary by jurisdiction and license                                 | As incurred           | You must comply with minimum licensing and registration requirements.  |
| <b>Client Complaint Sanctions and Settlements<sup>14</sup></b>          | Will vary by circumstance   | As incurred           | We may assess settlement costs and fines for failure to comply with company policies and regulatory requirements.  |
| <b>Client Purchase – Associate Financial Advisor<sup>9, 15</sup></b>    | Will vary by client(s)  | Monthly <sup>4</sup>  |  |
| <b>Client Purchase – Registered Staff (Paraplanner)<sup>9, 16</sup></b> | Will vary by client(s)  | Monthly <sup>4</sup>  |  |
| <b>Computer Hardware</b>  | \$1,200 to \$2,300 per computer (monthly lease option also available) | As incurred           | You may purchase a computer through an Ameriprise authorized vendor that meets requirements and has all required software installed.   |
| <b>Computer Software Installation Service<sup>17</sup></b>              | \$200   | As incurred           | If you purchase a computer outside of our vendor provided programs, you must purchase a service to install our base proprietary software on your computer.                     |
| <b>Corporate Office Leads<sup>9</sup></b>                               | Will vary by campaign   | As incurred           | You may purchase various types of optional leads, such as: corporate alliance leads, direct mail leads and pre-screened clients who want a complimentary initial consultation. |

| Type of Fee <sup>1</sup>                                 | Amount <sup>2</sup>  | Due Date <sup>3</sup>                  | Remarks   |
|--|--|--|---|
| <b>Education/Continuing Education<sup>9, 18</sup></b>    | \$0 to \$5,000 per course/program  | As incurred                            |   |
| <b>Errors and Omissions Fee<sup>19</sup></b>             | <p>\$166.66 (standard) or \$208.32 (supplemental) per month per AFG and AFIG Independent Advisor</p> <p>\$40.00 (SPS Advisor certification surcharge) per month per participating AFG and AFIG Independent Advisor</p> <p>\$83.32 (standard) or \$124.98 (supplemental) per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods</p> <p>\$152.08 (standard) or \$193.74 (supplemental) per month per AFG Associate Financial Advisor &gt; 52 service periods</p> <p>\$141.66 (standard) or \$183.32 (supplemental) per month per AFIG Associate Financial Advisor &gt; 52 service periods</p> | Monthly <sup>4</sup>                   | All Independent Advisors and Associate Financial Advisors are automatically enrolled, by the corporate office, in standard Errors and Omissions insurance, which provides \$2M in coverage. Additional insurance is available through supplemental Errors & Omissions insurance, which provides \$5M in coverage.   |
| <b>Franchise Consultant Fee<sup>9, 20</sup></b>          | \$375 per month, plus \$6 per month per affiliated advisor   | Monthly <sup>4</sup>                   | Optional program  |
| <b>Franchise Consultant Services Fee<sup>9, 21</sup></b> | Minimum of \$200 per month or 1% of GDC equal to \$200 or more   | Monthly <sup>4</sup>                   | Optional program  |
| <b>Internal Client Transfer Fee<sup>22</sup></b>         | \$0 to \$800   | On or before date of proposed transfer | If the transferee will be a new Independent Advisor, the transferee must pay the Initial Fee.   |
| <b>Marketing Programs<sup>6, 9</sup></b>                 | Varies by program  | As incurred                            |   |
| <b>Network Equipment<sup>12</sup></b>                    | \$1,410 to \$8,200 per device per registered location (monthly lease option also available)  | As incurred                            | To assist you in protecting the Independent Financial Advisor Business, we offer Unified Threat Management devices – a device that is required to protect your internet connection at the registered office location. We may offer optional support to assist you in setting up a network at the registered office location for an ATS Enhanced Services fee. |

| Type of Fee <sup>1</sup>  | Amount <sup>2</sup>  | Due Date <sup>3</sup> | Remarks  |
|---|--|-----------------------|--|
| <b>Network Monitoring</b> <sup>23</sup>                                       | \$25 per month per device  | Monthly <sup>4</sup>  | To assist you in protecting the Independent Financial Advisor Business, we offer secure internet connectivity with incidence response and 24/7 x 365 monitoring, which are required.   |
| <b>Optional Additional Insurance Coverage</b> <sup>9, 19</sup>                | \$0 to \$4,000 per election per year   | As incurred           | At your expense and option, you may purchase various additional coverage options to help ensure the continued operation of the Independent Financial Advisor Business and to protect against loss.   |
| <b>Optional Research Packages</b> <sup>9, 24</sup>                            | \$0 to \$800 per package   | Monthly <sup>4</sup>  | All research is included in the cost of your Technology Access Package. Optional research packages allow access to additional third party research, advanced options research and streaming quotes.  |
| <b>Optional Services</b> <sup>25</sup>  | \$5 to \$10,000  | As incurred           |  |
| <b>Other Software Licenses and Fees</b> <sup>9, 12, 26</sup>                  | \$20 to \$200 per a la carte item per subscription per month                                   | Monthly <sup>4</sup>  | We offer a la carte items that are subscribed per month; items may be per person, per client or per practice subscription.   |
| <b>Private Wealth Advisor Program</b> <sup>9, 27</sup>                        | \$4,000 to \$15,000  | As incurred           | Optional program   |
| <b>Server Maintenance</b>   | \$50 required security software, \$200 to \$500 installation/set-up, \$80 quarterly validation | Monthly <sup>4</sup>  | To assist you in protecting the Independent Financial Advisor Business, we offer server maintenance to apply and install required firm security patches. You must use an approved server that meets guidelines, as specified in the Manuals. |
| <b>Software Licenses and Fees for Staff</b> <sup>26</sup>                     | \$135 to \$525 per staff member per month  | Monthly <sup>4</sup>  | You must purchase software licenses and fees for each staff member at the Independent Financial Advisor Business, if any.  |
| <b>Software Ordered Through Approved Outside Vendors</b> <sup>9, 12, 26</sup> | Varies by Market rates   | As incurred           | You may need to obtain our approval of third party software and tools, as set forth in the Manuals.  |

| Type of Fee <sup>1</sup>                      | Amount <sup>2</sup>  | Due Date <sup>3</sup> | Remarks   |
|---|--|-----------------------|---|
| <b>Supervision<sup>14</sup></b>               | \$287 to \$2,438 per month per AFG or AFIG Independent Advisor<br><br>\$250 to \$450 per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods<br><br>\$287 to \$2,438 per month per AFG and AFIG Associate Financial Advisor > 52 service periods | Monthly <sup>4</sup>  | The Supervision Fee covers corporate compliance supervision and field Registered Principal supervision; fines may also be imposed per failure to comply with company policies and/or regulatory requirements. |
| <b>Technology Access Package<sup>26</sup></b> | \$575 per month  | Monthly <sup>4</sup>  | We offer a Technology Access Package and additional a la carte items to assist you in managing and operating the Independent Financial Advisor Business.  |
| <b>Ticket Charges</b>                         | \$2 to \$85 per transaction  | As incurred           | A ticket charge will apply to transaction activity in advisory/brokerage solutions.   |

#### NOTES TO ITEM 6:

1. We collect and impose all fees at the earliest Accounting Period (defined below), and we impose all fees uniformly. We may periodically modify these fees.
2. All fees are non-refundable.
3. During each Accounting Period, we may deduct the Association Fee (defined below), Errors and Omissions Fee, Technology Access Package Fee and any other fees, interest or monies due to us, and/or other deductions specified in the Franchise Agreement from your portion of the Compensation. **“Accounting Period”** means each of the two-week accounting periods in a calendar year, as determined by us. During any Accounting Period in which you are not entitled to a portion of the Compensation or your portion of the Compensation is less than the monthly fee, you must promptly pay us the amount due.
4. During each Accounting Period we will deduct half of the monthly fee from your portion of the Compensation.
5. The Administration Fee (**“Administration Fee”** or **“Admin Fee”**) is deducted from the advisory fee amount paid by a client before applying the Payout Rate, as specified in Item 19. The cost of the Administration Fee will vary depending on advisory assets under management in Advisory Solutions (Managed Accounts). See Table 11 of Item 19 for more information.
6. At your expense and option, you may become a member of a local or regional advertising, marketing program or promotional campaign. The fee for a campaign or program will be due upon demand. Your fee to participate in such campaigns or programs will be determined by local or regional market cost factors, the number of Independent Advisors participating, operating expenses and the size of the campaign or program.
7. Independent Advisors who qualify (based on specified criteria set forth in the Manuals) may be eligible for this program. Independent Advisors who are eligible and participate in this program are required to incur additional costs for program orientation, training and other expenses. Independent Advisors may also use the Ameriprise Platinum Financial Services advisor title on marketing and stationery materials, at their expense.
8. We deduct an association fee (**“Association Fee”**) from the Compensation each Accounting Period before you receive your portion of the Compensation. The Association Fee includes: accounting and payroll services related to the broker-dealer; assistance in obtaining and maintaining required licenses and registrations; certain forms and materials; corporate compliance oversight; fidelity bond coverage; field support; a limited license to use the Ameriprise Financial Proprietary Marks; national advertising and promotional materials; and signage specifications.
9. You are not required to participate in these programs and/or obtain these services.



10. At your expense and option, you may hire Associate Financial Advisor(s) to assist you with the Independent Financial Advisor Business, subject to the prior approval of Ameriprise Financial and consistent with Ameriprise Financial policies. The total cost to you will vary depending on the number of Associate Financial Advisors you hire. The non-account-based fees for each Associate Financial Advisor include: Association, Errors and Omissions, licensing, Supervision and Technology Access Package fees. The AFA Association Fee is a monthly fee that includes: accounting and reporting services related to the broker-dealer; certain forms; corporate compliance oversight; fidelity bond coverage; licensing administration; limited license to use the Ameriprise Financial Proprietary Marks; and national advertising and promotional materials. Other fees may apply if you: (i) opt to license the Associate Financial Advisor(s) in multiple states; (ii) opt into additional programs or services; or (iii) utilize onboarding services or a search firm. Fees will be determined when the services are requested and may vary depending on the scope of the programs and services. The fees are non-refundable.
11. At your expense and option, you may hire registered staff (Paraplanner) to assist you with the Independent Financial Advisor Business, subject to the prior approval of Ameriprise Financial and consistent with Ameriprise Financial policies. The monthly fee will be paid to us for licensing administration, technology and other costs. Other fees may apply if you opt to license the Paraplanner in multiple states and/or if you opt into additional programs and services. The fees are non-refundable.
12. Optional technology support products and services may be developed and offered through a vendor or the Company for an additional fee, which could exceed the disclosed range, and which will depend upon usage. The fees may be reduced as a part of a selection for additional software. In order to obtain some of our: (i) optional services; (ii) technology consulting services and troubleshooting; or (iii) technology support, you must obtain computer hardware that meets our exact specifications. Additional computing devices, licenses, monitoring, network hardware, software packages and support services are available for an additional fee.
13. You must obtain business authorizations, certificates, licenses, permits and registrations required by: federal and state securities and insurance laws, regulations and rules; the SEC, FINRA and other governmental and regulatory agencies; and Ameriprise Financial. You must also obtain appropriate insurance licenses before you sell insurance. The initial and renewal costs will be due as incurred and are non-refundable. The costs and fees may vary depending on the license held and the number of jurisdictions in which you are licensed. In exchange for your Association Fee, Ameriprise Financial will provide you with assistance in obtaining and maintaining the required licenses and registrations.
14. You must pay us the Supervision fee, which is charged in 24 Accounting Periods each year for yourself and any Associate Financial Advisor(s) you contract with or employ. The cost of compliance supervision conducted by a Registered Principal will vary depending on, among other things, your compliance record and sales volume. Because these factors vary widely among Independent Advisors, we provide a wide range. The monthly amounts listed are the annual fees divided by 12 months. See Item 1 for more information. We may also impose fines for failure to comply with company policies and regulatory requirements.
15. You are required to purchase from us, the clients serviced by an Employee or another Independent Advisor who does not have equity (see Item 14) and who becomes your Associate Financial Advisor, at the time the Associate Financial Advisor is appointed in the Independent Financial Advisor Business. The fee is generally 2% of the clients' invested assets for immediate equity, and the fee will be deducted from the Compensation on a monthly basis over twenty-four (24) months. In the event the Associate Financial Advisor terminates, all remaining payments will then be due.
16. You are required to purchase from us, the clients serviced by an Employee who becomes your registered staff (Paraplanner), at the time the Paraplanner is appointed in the Independent Financial Advisor Business. The fee is generally 2% of clients' invested assets for immediate equity, and the fee will be deducted from the Compensation on a monthly basis over twenty-four (24) months. In the event the Paraplanner terminates, all remaining payments will then be due.
17. If you choose to purchase your computer hardware independently, you must purchase a "software install" service for the installation of our base proprietary software. The service will be performed by our Technology Support Team.
18. At your expense and option, you may attend continuing education programs for a fee. The fees for these programs will vary by format (e.g., computer vs. instructor), location and other factors; all fees are due to us or an affiliate upon demand. The fees may be refundable depending on the program. In addition, if you qualify to participate in special optional programs, you may be required to attend additional training for an additional

fee. Some training programs may only be available to Independent Advisors who are enrolled in a certain program or meet specific program requirements.

19. We deduct the Errors and Omissions Fee from the Compensation each Accounting Period before sending you your portion of the Compensation. The cost of the Errors and Omissions Fee per Independent Advisor will vary depending on: (i) the amount of coverage chosen; (ii) whether Independent Advisor participates in the SPS Advisor discretionary program; (iii) the number of Associate Financial Advisors contracted or employed by Independent Advisor; and (iv) the distribution channel. The initial premium for the Errors and Omissions Fee will be for \$2,000,000 of coverage. The deductible will be \$10,000 per claim. At your option, additional \$3,000,000 in Errors and Omissions coverage may be purchased for an additional fee. Additional insurance options to protect you and the Independent Financial Advisor Business include: business insurance; health insurance; and practice management liability insurance. Your fee will be determined based on coverage and product selections.
20. Independent Advisors who qualify (based on specified criteria set forth in the Manuals) may be eligible to be a Consultant. As a Consultant, you will contract with other Independent Advisors to provide franchise consulting services. Such services include, but not limited to: business and marketing planning support; practice management consulting; recruiting and onboarding support; regular coaching sessions; and succession planning support. Fees are intended to cover the following: accommodations and travel to certain conferences regarding franchise consulting services; consulting development courses and enhanced training; corporate office support; management of the fee exchange; and reporting access. Independent Advisors who qualify for this program will sign the Franchise Consultant Agreement, which is Addendum 5 to the Franchise Agreement.
21. If you affiliate with a Consultant for franchise consulting services, you will sign an agreement between you and the Consultant (for an example, see [Exhibit G](#)). Ameriprise Financial collects the agreed-upon consulting fee on behalf of the Consultant from the Compensation, biweekly, whether the consulting fee is based on a commission split or flat-fee.
22. The internal client transfer fee is for our costs and expenses associated with administration of reassigning clients when a client transfer is requested. The amount of the fee charged will depend upon the number of clients being transferred, recognizing that Independent Advisors may transfer less than the entire Independent Financial Advisor Business. The fee will be paid by the acquiring Independent Advisor. The fees are non-refundable.
23. In the event the monthly network monitoring fee goes unpaid, Ameriprise may deduct any outstanding balance from your portion of the Compensation.
24. At your option, you may purchase additional investment research tools, such as advanced options and streaming quotes. The fees for these tools will be paid to us or an affiliate and will vary by the tool(s) selected. The fees are non-refundable.
25. At your option, various services can be purchased from the corporate office or Consultants to help operate the Independent Financial Advisor Business.
26. The Technology Access Package includes a single license to use our base proprietary *AdvisorCompass*® software that is used for conducting the Independent Financial Advisor Business ("**Software**"). For each additional Associate Financial Advisor, Paraplanner and/or other staff, you will be required to pay the Software Licenses and Fees for Staff. In order to obtain a limited, non-exclusive, non-transferable and terminable license to use the Software, you must sign the *AdvisorCompass*® Software License User's Agreement ("**Software License User's Agreement**" ([Exhibit I](#))). A violation of the Software License User's Agreement will result in penalties, as specified in Section 5 of the Franchise Agreement. The fee helps cover costs associated with data processing and maintaining computer identification and security. While the intent is to provide free support calls within the Technology Access Package, Ameriprise Financial reserves the right to begin billing at \$33 per ticket after advanced notice if an Independent Financial Advisor Business's call rate is deemed excessive. If you install outdated hardware or software on your computer, additional support fees may apply.

From time to time, the Company will certify certain software for you to use on your computer for an additional fee, as specified in Section 5 of the Franchise Agreement, which could exceed the disclosed range and will depend upon usage. Your use of this software is at your option and is not supported by the Company.



27. Independent Advisors who qualify (based on specified criteria set forth in the Manuals) may be eligible for this program. Independent Advisors who are eligible and participate in this program are required to incur additional costs for enhanced marketing materials, office standards, signage, stationary and training.

In some states, you may be required to pay state sales tax on products or services you purchase from us.

All of the programs, training and other services specified in Item 6 that we offer for a fee may be purchased by Employees who become Independent Advisors. Employees who become Independent Advisors will pay the Association Fee and will be required to enter into an agreement for compliance supervision for a fee that is estimated to range from \$287 to \$2,438 per month.

**ITEM 7**  
**YOUR ESTIMATED INITIAL INVESTMENT**

| Item   | Estimated Cost <sup>1</sup>  | Due Date                             | To Whom Paid             |
|--|--|--------------------------------------|--------------------------|
| <b>Initial Fee (including initial orientation program)<sup>2</sup></b>                                   | \$1,500  | Upon signing the Franchise Agreement | Us                       |
| <b>Additional Funds – 3 months<sup>3</sup></b>   | \$0 to \$3,000 per registered office location per month  | Monthly                              | Landlord                 |
| <b>Association Fee<sup>4</sup></b>   | \$290 per month  | Monthly                              | Us                       |
| <b>Business Authorizations and Licenses<sup>5</sup></b>  | \$500 to \$3,000   | As incurred                          | Providers and Regulators |
| <b>Computer Hardware</b>   | \$1,200 to \$2,300 per computer (monthly lease option also available)  | As incurred                          | Suppliers and/or Us      |
| <b>Computer Software Installation Service<sup>6</sup></b>  | \$200  | As incurred                          | Us                       |
| <b>Errors and Omissions Fee<sup>7</sup></b>  | <p>\$166.66 (standard) or \$208.32 (supplemental) per month per AFG and AFIG Independent Advisor</p> <p>\$40.00 (SPS Advisor certification surcharge) per month per participating AFG and AFIG Independent Advisor</p> <p>\$83.32 (standard) or \$124.98 (supplemental) per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods</p> <p>\$152.08 (standard) or \$193.74 (supplemental) per month per AFG Associate Financial Advisor &gt; 52 service periods</p> <p>\$141.66 (standard) or \$183.32 (supplemental) per month per AFIG Associate Financial Advisor &gt; 52 service periods</p> | Monthly                              | Suppliers and/or Us      |
| <b>Internet Service, Mobile Communication Devices and Services, Phone Service, Printers and Scanners</b> | Approximately \$1,600 to \$21,200 as determined by Market rates  | As incurred                          | Suppliers                |
| <b>Network Equipment<sup>8</sup></b>   | \$1,410 to \$8,200 as determined by Market rates   | As incurred                          | Suppliers and/or Us      |
| <b>Network Monitoring</b>  | \$25 per month per device  | Monthly                              | Approved Vendor          |
| <b>Office Aesthetics and Furnishings<sup>9</sup></b>   | \$0 to \$50,000  | As incurred                          | Suppliers                |

| Item   | Estimated Cost <sup>1</sup>  | Due Date    | To Whom Paid                                      |
|--|--|-------------|---|
| Office Cabling <sup>8</sup>                        | \$500 to \$6,000 as determined by Market rates   | As incurred | Suppliers   |
| Office Lease <sup>10</sup>                         | \$0 to \$3,000 per registered office location per month  | Monthly     | Landlord  |
| Optional Training Programs <sup>11</sup>           | \$0 to \$10,000  | As incurred | Suppliers and Us                                  |
| Other Software Fees and Licenses <sup>12, 13</sup> | \$20 to \$200 per a la carte subscription per month  | Monthly     | Suppliers and Us                                  |
| Security Deposits <sup>14</sup>                    | \$0 to \$9,000   | As incurred | Lessors and Suppliers                             |
| Signage <sup>15</sup>                              | \$60 to \$9,000  | As incurred | Approved Design Vendor and Selected Manufacturers |
| Software Licenses and Fees for Staff <sup>16</sup> | \$135 to \$525 per staff member per month  | Monthly     | Us  |
| Start-up Supplies <sup>17</sup>                    | Approximately \$100 per month  | As incurred | Suppliers   |
| Supervision <sup>18</sup>                          | \$287 to \$2,438 per month per AFG or AFIG Independent Advisor<br><br>\$250 to \$450 per month per AFG and AFIG Associate Financial Advisor ≤ 52 service periods<br><br>\$287 to \$2,438 per month per AFG and AFIG Associate Financial Advisor > 52 service periods | Monthly     | Registered Principal and Us                       |
| Support Staff <sup>19</sup>                        | \$0 to \$3,400 per month   | As incurred | Suppliers   |
| Technology Access Package <sup>16</sup>            | \$575 per month  | Monthly     | Us  |
| Travel and Entertainment <sup>20</sup>             | Approximately \$100 per month  | As incurred | Suppliers   |
| <b>TOTAL</b>                                       | <b>\$12,098.50 to \$130,363.00</b>   |             |   |

#### NOTES TO ITEM 7:

1. All costs/expenses disclosed in Item 7 are non-refundable, unless otherwise indicated. However, certain lease costs, communication hardware, computer hardware and computer software, and security deposits may be refundable depending on the terms of the lease or purchase agreement(s) you sign with third parties.
2. The Initial Fee is non-refundable. See Item 5 and Item 11 for more information.
3. You will need capital for the start-up and to support ongoing expenses of the Independent Financial Advisor Business. The expenses include: Association Fee; compliance supervision; Errors and Omissions Fee; payroll; rent; utilities and other fees for the second and third months of operation (to the extent these costs are not covered by revenues). The need for additional funds will vary widely among Independent Financial Advisor Businesses; new Independent Financial Advisor Businesses usually generate a negative cash flow. We estimate the amount provided will be sufficient to cover ongoing expenses for the start-up phase of the Independent Financial Advisor Business, which we calculate to be three (3) months. The amount provided is only an estimate, however, and we cannot guarantee that you will incur additional expenses in starting the Independent Financial Advisor Business. The estimate is based on our experience and the experiences of Independent Advisors with whom we previously contracted.

If you are an Employee advisor who becomes an Independent Advisor, we estimate that because you are already engaged in the financial advisory business, the additional funds you will need for three (3) months of operation will be considerably less than the additional funds listed. We estimate the additional funds you will

need may range from \$0 to \$6,700. The amount provided is only an estimate, however, and we cannot guarantee that you will not incur additional expenses.

4. You must pay us the monthly Association Fee, which we will deduct from the Compensation each Accounting Period before you receive your portion of the Compensation. The Association Fee includes: accounting and payroll services related to the broker-dealer; assistance in obtaining and maintaining required licenses and registrations; certain forms and materials; corporate compliance oversight; fidelity bond coverage; field support; a limited license to use the Ameriprise Financial Proprietary Marks; national advertising and promotional materials; and signage specifications.
5. You must obtain business authorizations, certificates, licenses, permits and registrations required by: federal and state securities and insurance laws, regulations and rules; the SEC, FINRA and other governmental and regulatory agencies; and Ameriprise Financial. You must also obtain appropriate insurance licenses before you sell insurance. The initial and renewal costs will be due as incurred and are non-refundable. The costs and fees may vary depending on the license held and the number of jurisdictions in which you are licensed. In exchange for the Association Fee, Ameriprise Financial will provide you with assistance in obtaining and maintaining the required licenses and registrations.
6. If you choose to purchase your computer hardware independently, you must purchase a “software install” service for the installation of our base proprietary software. The service will be performed by our Technology Support Team.
7. You must pay us the Errors and Omissions Fee, which we will deduct from the Compensation each Accounting Period before sending you your portion of the Compensation. The cost of the Errors and Omissions Fee per Independent Advisor will vary depending on: (i) the amount of coverage chosen; (ii) whether Independent Advisor participates in the SPS Advisor discretionary program; (iii) the number of Associate Financial Advisors contracted or employed by Independent Advisor; and (iv) the distribution channel. The initial premium for the Errors and Omissions Fee will be for \$2,000,000 of coverage. The deductible will be \$10,000 per claim. At your option, additional \$3,000,000 in Errors and Omission coverage may be purchased for an additional fee. Additional insurance options to protect you and the Independent Financial Advisor Business include: business insurance; health insurance; and practice management liability insurance. Your fee will be determined based on coverage and product selections.
8. We will provide computer hardware and network equipment specifications. You must obtain computer hardware that meets our exact specifications. Computer hardware may be leased or purchased from your choice of vendor. You may purchase computer hardware through an Ameriprise certified vendor that meets our requirements and has required software installed. You may pay on an installment plan offered by outside vendors. In addition, you may get connectivity to our computer network (with Internet access) either through a Local Area Network (LAN) in our space (where available) or with a secure Internet account. You also will need network and telephone cabling installed in your office to properly operate your computer system. You should also anticipate ongoing monthly charges for telecommunications services and various equipment. See Item 11 for additional details. You must contract with a phone company for local and long- distance service.
9. You will need to procure office furnishings, in order to maintain a professional office, in good repair. We provide a wide range to account for Independent Advisors who do not currently have an office location, as compared to those with an existing office location and furnishings. The actual cost may vary based on the number of staff and the size of the office location.
10. You may lease from a third party or own your office location. If you lease your office location from a third party, you will choose the grade of space and the office size (meeting the minimum standards, as specified in Item 11). The cost will vary based on your selections. If you own your office location or have an existing office location for the Independent Financial Advisor Business (as permitted by Ameriprise Financial policies), you may not need to incur any additional leasehold expenses.
11. At your expense and option, you may attend continuing education programs for a fee. The fees for these programs will vary by format (e.g., computer vs. instructor), location and other factors. All fees are due to us or an affiliate upon demand. The fees may be refundable depending on the program. In addition, if you qualify to participate in special optional programs, you may be required to attend additional training for an additional fee. Some training programs may only be available to Independent Advisors who are enrolled in a certain program or meet specific program requirements.
12. You are not required to participate in these programs and/or obtain these services.

13. Optional technology support products and services may be developed and offered through a vendor or the Company for an additional fee, which could exceed the disclosed range, and which will depend upon usage. The fees may be reduced as a part of a selection for additional software. In order to obtain some of our: (i) optional services; (ii) technology consulting services and troubleshooting; or (iii) technology support, you must obtain computer hardware that meets our exact specifications. Additional computing devices, licenses, monitoring, network hardware, software packages and support services are available for an additional fee.
14. Security deposits generally are required by any equipment lessors, the landlord and utility providers. Landlords usually require a security deposit of one to three months' rent.
15. Each signage order must: (i) be submitted through our approved signage vendor to acquire designs; (ii) meet specifications, as specified in the Manuals; and (iii) be approved by us. The range provided is only an estimate and does not include the cost associated with installation.
16. The Technology Access Package includes a single license to use our base proprietary *AdvisorCompass*® software that is used for conducting the Independent Financial Advisor Business ("**Software**"). For each additional Associate Financial Advisor, Paraplanner and/or other staff, you will be required to pay the Software Licenses and Fees for Staff. In order to obtain a limited, non-exclusive, non-transferable and terminable license to use the Software, you must sign the *AdvisorCompass*® Software License User's Agreement ("**Software License User's Agreement**" (Exhibit I)). A violation of the Software License User's Agreement will result in penalties, as specified in Section 5 of the Franchise Agreement. The fee helps cover costs associated with data processing and maintaining computer identification and security. While the intent is to provide free support calls within the Technology Access Package, Ameriprise Financial reserves the right to begin billing at \$33 per ticket after advanced notice if an Independent Financial Advisor Business's call rate is deemed excessive. If you install outdated hardware or software on your computer, additional support fees may apply.

From time to time, the Company will certify certain software for you to use on your computer for an additional fee, as specified in Section 5 of the Franchise Agreement, which could exceed the disclosed range and will depend upon usage. Your use of this software is at your option and is not supported by the Company.
17. The estimated cost covers business cards, office supplies, stationery and other materials.
18. You must pay us the Supervision fee, which is charged in 24 Accounting Periods each year for yourself and any Associate Financial Advisor(s) you contract with or employ. The cost of compliance supervision conducted by a Registered Principal will vary depending on, among other things, your compliance record and sales volume. Because these factors vary widely among Independent Advisors, we provide a wide range. The monthly amounts listed are the annual fees divided by 12 months. See Item 1 for more information.
19. At your expense and option, you may hire support staff to assist you with the Independent Financial Advisor Business, subject to the prior approval of Ameriprise Financial and consistent with Ameriprise Financial policies. We estimate the amount provided will cover one full-time assistant, but you may hire more or fewer support staff depending on the needs of the Independent Financial Advisor Business.
20. At your option, you may incur entertainment and travel expenses associated with entertaining and visiting existing and potential clients. You may also have to pay for food, lodging and transportation to attend certain Independent Advisor events and training.

## ITEM 8

### RESTRICTIONS ON SOURCES OF PRODUCTS & SERVICES

#### Products & Services

You do not purchase Products & Services. As specified in Item 16, all of the Products & Services offered for sale or sold at the Independent Financial Advisor Business must be pre-approved by us, meet our then-current standards and be procured through us or our affiliates, as set forth in the Manuals.

We and our affiliates are currently approved suppliers of the Products & Services. All of the Products & Services are currently also supplied by approved non-affiliated suppliers.

You must not offer for sale or sell any Products or Services until you receive our written approval of such product, service or supplier. We may, from time to time, revoke our approval of certain Products & Services or suppliers if we determine, in our sole discretion, that the Products & Services or suppliers no longer meet our standards. Upon receipt of such revocation, you must cease offering and selling any disapproved Products & Services and/or cease purchasing from any disapproved suppliers (although you may continue to service such Products & Services, unless otherwise notified).

We and our affiliates will derive revenue from selling Products & Services to clients of Independent Financial Advisor Businesses operating under the System. In order for you to sell some of the Products & Services offered by some of our affiliates, you may be required to execute agreements with certain affiliates.

Our Parent company and sole stockholder is Ameriprise Financial, Inc., a public company whose stock is listed on the New York Stock Exchange ("NYSE:AMP"). Although none of our directors or principal officers hold a controlling interest in Ameriprise Financial, Inc., each may hold an equity interest in Ameriprise Financial, Inc. in the form of shares of common stock, non-qualified employee stock options, phantom stock units, restricted stock or units in the Ameriprise Financial 401(k) Plan's Ameriprise Financial Stock Fund.

#### Office Lease

As specified in Item 6, Item 7 and Item 11, you may lease your office location from a third party. You may also choose to own your office location(s). Office location(s) leased or owned by you must meet location and signage standards, as set forth in the Manuals.

#### Other Purchases

As specified in the Manuals, you must, at your expense, maintain a FINRA and state (if applicable) compliant office location with the equipment, fixtures and furnishings necessary to maintain professional standards for operating the Independent Financial Advisor Business. You must purchase and install signs, as set forth in the Manuals and as specified by FINRA policies, regulations and rules.

#### Advertising and Promotion

All advertising and promotion by you must be in such format, media and of such type as we may approve. You must conduct such activities in a dignified manner, which conform to the requirements and standards as we may establish to conform with regulatory requirements and to protect the value of the Proprietary Marks. You must not use any advertising, plans or promotional materials unless and until you have received our written approval (see Item 11 under the subheading "Advertising" for more information). Additional information on advertising, marketing, promotion and seminar marketing are contained in the Manuals. We and our affiliates may derive revenue from providing marketing programs to you.

#### Computer Software and System

We will provide computer hardware specifications. Your computer hardware must be capable of operating the software we specify and connecting to our computer network. You must agree to the Software License User's Agreement, attached as Exhibit I, gain access to our computer network and obtain a license to use the Software from us (see Item 11 under the subheading "Computer Systems" for additional information and restrictions, regarding the computer hardware and software). We and our affiliates may derive revenue from leasing the computer hardware and licensing the software to you.

#### Insurance

You will be responsible for any and all liability resulting from operating the Independent Financial Advisor Business, and you must agree to indemnify us, as specified in the Franchise Agreement. We recommend, prior to commencing operation of the Independent Financial Advisor Business or operating under the Franchise Agreement, that you procure and maintain – in full force and effect at all times during the term of the Franchise



Agreement, at your expense, an insurance policy or policies protecting you against any claim or demand with respect to death, personal injury or property damage, or any expense, liability or loss whatsoever arising from or in connection with the Independent Financial Advisor Business (including comprehensive general liability insurance). We recommend that any insurance policy or policies you procure with respect to the Independent Financial Advisor Business also protect us, our affiliates and their respective directors, officers, partners, employees and agents.

As specified in the Manuals and in Section 3 and Section 13 of the Franchise Agreement, you are required to participate in our Errors and Omissions Program. The policy is written by American International Specialty Lines Ins. Co. and insured by Ameriprise Captive Insurance Company. In addition, you may have the opportunity to purchase additional insurance options from us to protect you and the Independent Financial Advisor Business, such as: business insurance; health insurance; and practice management liability insurance, as set forth in the Manuals.

Our total revenues, including revenues from non-franchise businesses in 2024, were \$8,392,721,000. (See Ameriprise Financial Services, LLC Audited Financial Statement for the Year Ended December 31, 2024.) \$353,026,004.00 or 4.2% of these total revenues were as a result of Independent Advisors' purchases of products and services.

We estimate your leases or purchases from approved suppliers (including us and our affiliates), or in accordance with our specifications, will represent approximately 25% – 50% of your total leases and purchases in establishing the Independent Financial Advisor Business and approximately 25% – 50% in continued operation of the Independent Financial Advisor Business. As detailed above, you are, however, required to offer for sale only the Products & Services that we approve at the Independent Financial Advisor Business. In some instances, suppliers of Products & Services may pay us or our affiliates a periodic fee or a fee based on sales to clients made by Independent Financial Advisor Businesses operating under the System. Such fees generally range from .10% – .20% (or more) of the sales to clients obtained by Independent Advisors.

From time to time, one or more of our officers may own an interest in one or more of our suppliers.

Our standards for leases, purchases and suppliers are either: (i) contained in the Manuals; or (ii) will be provided to you upon request. When approving suppliers, we consider: (i) whether the supplier demonstrates the ability to meet our policies regarding confidentiality and privacy; (ii) our company specifications and standards; and (iii) whether the supplier possess adequate capacity and quality controls to supply your needs promptly and reliably. With respect to suppliers of the Products & Services, we also consider: (i) how the supplier is managed and structured; (ii) internal conditions, external conditions and events, as well as conditions that affect a supplier's stability and structure; (iii) the stability of the supplier; (iv) the performance of the supplier; (v) the risk level involved in using the supplier; and (vi) the way the supplier operates their businesses. If you propose an alternative supplier, we will approve or disapprove the alternative supplier within a reasonable time after we receive all requested information concerning the supplier. We currently do not charge a fee for the review of an alternative supplier. We may revoke our approval of an alternative supplier upon written notice.

We do not have any distribution or purchasing cooperatives. We do not grant material or special benefits based on use of an approved or designated supplier.

In order to maintain client privacy and compliance with relevant regulations, we may set additional restrictions on your use of third-party vendors, as set forth in the Manuals.

We consider a variety of factors when determining whether to grant or renew additional franchises. Among the factors considered is compliance with the Franchise Agreement.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

This Table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

| Obligation  | Section in Franchise Agreement and/or Addendum                             | Disclosure Document Item |
|---|--|--------------------------|
| a. Site selection and acquisition/lease                     | § 1 of Franchise Agreement   | Items 7, 8 and 11        |
| b. Pre-opening purchases/leases                             | § 5 of Franchise Agreement   | Items 7, 8 and 11        |
| c. Site development and other pre-opening requirements      | § 5 of Franchise Agreement   | Items 7, 8 and 11        |
| d. Initial and ongoing training                             | §§ 3 and 7 of Franchise Agreement  | Items 1, 5, 6, 7 and 11  |
| e. Opening  | § 6 of Franchise Agreement   | Items 11 and 16          |
| f. Fees   | §§ 3, 4, 5, 7, 13, 14 and 15 of Franchise Agreement; Addenda 1, 2, 5 and 6 | Items 5, 6 and 11        |
| g. Compliance with standards and policies/operating manuals | §§ 1, 3 and 9 of Franchise Agreement; Addenda 2, 4, 5 and 6                | Items 8, 11 and 14       |
| h. Trademarks and proprietary information                   | §§ 5, 8, 9 and 10 of Franchise Agreement; Addendum 3                       | Items 13 and 14          |
| i. Restrictions on products/services offered                | §§ 1 and 5 of Franchise Agreement; Addendum 2                              | Items 8 and 16           |
| j. Warranty and customer service requirements               | § 5 of Franchise Agreement   | Item 12                  |
| k. Territorial development and sales quotas                 | §§ 1 and 5 of Franchise Agreement  | Items 1, 12 and 17       |
| l. Ongoing product/service purchases                        | § 5 of Franchise Agreement   | Item 8                   |
| m. Maintenance, appearance and remodeling requirements      | § 5 of Franchise Agreement   | Items 8 and 11           |
| n. Insurance  | §§ 3 and 13 of Franchise Agreement   | Items 7, 8 and 11        |
| o. Advertising  | §§ 8 and 12 of Franchise Agreement   | Items 6, 8 and 11        |
| p. Indemnification  | § 21 of Franchise Agreement  | Item 6                   |
| q. Owner's participation/management/staffing                | § 19 of Franchise Agreement; Addenda 1 and 4                               | Items 11 and 15          |
| r. Records and reports                                      | § 11 of Franchise Agreement  | None                     |
| s. Inspection and audits                                    | §§ 15 and 16 of Franchise Agreement  | Items 6 and 11           |
| t. Transfer   | § 14 of Franchise Agreement  | Items 6 and 17           |
| u. Renewal  | § 2 of Franchise Agreement   | Items 6 and 17           |
| v. Post-termination obligations                             | § 18 of Franchise Agreement; Addendum 3                                    | Item 17                  |
| w. Non-competition covenants                                | § 19 of Franchise Agreement; Addendum 3                                    | Item 17                  |
| x. Dispute resolution                                       | §§ 26 and 27 of Franchise Agreement  | Item 17                  |
| y. Permits/Taxes  | §§ 4, 5, 6, 15 and 20 of Franchise Agreement                               | Item 11                  |



## ITEM 10 FINANCING

We do not offer direct or indirect financing, except as specified below. We will not guarantee a lease, note or obligation for you.

If an Independent Advisor joins Ameriprise Financial or if an Independent Advisor desires to contract/employ an experienced Associate Financial Advisor, Ameriprise Financial, in its sole discretion, may offer to a qualified Independent Advisor a loan(s) pursuant to a 4 to 10-year promissory note(s) to assist Independent Advisor and/or Associate Financial Advisor in converting to the Ameriprise Financial System. The loan(s) are based on a percentage of verified trailing 12-month compensation earned at the prior firm, the assets under management at Ameriprise Financial on a particular measurement date and/or the production generated at Ameriprise Financial by a certain measurement date. Independent Advisor is obligated to repay the promissory note(s), including accrued interest, in monthly installments or due immediately upon the termination of Independent Advisor's Franchise Agreement. Prepayments are permitted without penalty. As specified in Section 14 of the Franchise Agreement, Independent Advisor will not be permitted to transfer his or her interest in the Independent Financial Advisor Business until all accrued monetary obligations, including the promissory note(s), are fully satisfied. Independent Advisor also may not be permitted to become an Associate Financial Advisor, Corporate Staff or Employee until all accrued monetary obligations, including the promissory note(s), are fully satisfied. Interest will be charged at a rate equal to one quarter point more than the semi-annual mid-term Applicable Federal Rate compounded annually, as published by the Internal Revenue Service. Independent Advisor must grant us a security interest in all of Independent Advisor's interest, right and title to any amounts received from any future employer and/or other party making payments to Independent Advisor. In addition, Independent Advisor authorizes Ameriprise Financial to withhold all assets and money, and to deduct any amounts owed or missed payments, from the Compensation owed to Independent Advisor or from accounts held at Ameriprise Financial or its affiliates. If Independent Advisor defaults on the promissory note(s), Ameriprise Financial may pursue legal action to collect on the remaining balance, as specified in Exhibit H. Independent Advisor must waive demand, notice of nonpayment, presentment and protest, and agree to pay all costs of collection (including attorney's fees).

Ameriprise Financial, in its sole discretion, may offer installment loan(s) to a qualified Independent Advisor who joins Ameriprise Financial for the purpose of building, hiring staff, marketing, provisioning new office location(s) that comply with premise standards (see Item 11) or renovating. The installment loans are serviced in part by our affiliate, RiverSource Life Insurance Company, which is reimbursed at cost for the services it provides. To qualify for an installment loan(s), an Independent Advisor may need to meet recruiting productivity thresholds, as well as personal credit worthiness and financial parameters. Independent Advisor must grant a security interest in the Independent Financial Advisor Business and provide a personal guaranty to repay the loan principal and all accrued interest, as specified in Exhibit H. Independent Advisor may be provided with a loan value equal to a percentage of their incoming trailing twelve-month production prior to hire and included with their transition compensation offer. Repayment is in monthly installments, which Independent Advisor can opt for over a 36- to 72-month period. Partial prepayments are permitted without penalty. Interest will be charged at a rate equal to the current prime rate at the time the loan is granted plus 300 basis-points and the interest rate will then be fixed for the life of the loan (prime rate as of 03/2025 is 7.5%). If Independent Advisor defaults on the loan or if Independent Advisor's Franchise Agreement is terminated for any reason, all outstanding principal and accrued interest will be due and payable upon written demand. Independent Advisor must waive demand, notice of nonpayment, presentment and protest, and must agree to pay all costs of collection (including attorney's fees).

Our Parent, Ameriprise Financial, Inc., may offer installment loan(s) to a qualified Independent Advisor for the purpose of purchasing a practice from another Independent Advisor or a nonaffiliated third party. The installment loan(s) are serviced in part by our affiliate, Ameriprise Bank, FSB ("Bank"), which is reimbursed at cost for the services it provides. To qualify for the installment loan(s), an Independent Advisor must: have cash flow and practice debt to equity metrics within current program guidelines; be in good standing with respect to Compliance and Franchise standards; and have an acceptable personal credit history. Additional criteria is considered, such as: (i) an Independent Advisor's personal net worth; (ii) the number and size of practice acquisitions made by an Independent Advisor; and (iii) an Independent Advisor's transition plan. Independent Advisor must grant a security interest in the Independent Financial Advisor Business and execute a non-compete, as specified in Exhibit M. Repayment is in monthly installments, typically for over a 120-month period. Partial prepayments are permitted without penalty. Interest will be charged at a competitive rate determined at the time of loan approval. If Independent Advisor defaults on the loan or if Independent Advisor's Franchise Agreement is terminated for any reason, all outstanding principal and accrued interest will be due and payable upon written demand. Additional

compound interest and liquidated damages are assessed if Independent Advisor's Franchise Agreement terminates and Independent Advisor affiliates with a competing broker-dealer at any time during the installment loan term. Independent Advisor must waive demand, notice of nonpayment, presentment and protest, and must agree to pay all costs of collection (including attorney's fees).

We do not have any intent to assign, discount or sell to a third party all or part of the financing arrangements. We do not receive direct or indirect payments for placing financing with any person or third party. We may, however, assign to an affiliated company at a discount.

## ITEM 11

### FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

**Except as listed below, we are not required to provide you with any assistance.**

#### Pre-Opening Assistance

1. We will provide an initial orientation program to you as part of the Initial Fee. (Franchise Agreement Section 3)
2. We may provide on-site pre-opening and opening assistance for a fee to ensure orderly opening of the Independent Financial Advisor Business, upon your request. (Franchise Agreement Section 3)
3. We will provide you with written approval to open the Independent Financial Advisor Business when you have satisfied the requirements under the Franchise Agreement. (Franchise Agreement Section 6)

#### Continuing Assistance

1. Within thirteen (13) business days of the end of each Accounting Period, we will prepare a commission statement for you that: (i) contains certain confidential client information; (ii) contains a summary of your processed or reported financial activity for Products & Services during such Accounting Period; and (iii) details the Compensation. With each commission statement, we will remit your portion of the Compensation to you. We may provide the commission statement to you by providing you with limited access to our computer system for the purpose of downloading the commission statement. (Franchise Agreement Section 3)
2. We will provide Products & Services distributed, offered by or required to be procured through us and/or our affiliates. We will perform such bookkeeping, processing, servicing and other related functions as we deem appropriate or necessary. (Franchise Agreement Section 3)
3. We will process all lawful applications from clients for Products & Services. (Franchise Agreement Section 3)
4. We will provide you with certain pre-approved brochures, forms, prospectuses and sales literature required to conduct business at the Independent Financial Advisor Business as part of the Association Fee. We will make available certain other brochures, forms and sales literature related to Products & Services for a fee. (Franchise Agreement Section 3)
5. We will provide national advertising as part of the Association Fee. (Franchise Agreement Section 3)
6. We may make available for a fee, corporate office generated leads if you meet our criteria, as specified in the Manuals. (Franchise Agreement Section 3)
7. We may develop promotional programs and sales campaigns for Products & Services and/or any component of the Products & Services – the duration, geographic scope and nature of which will be determined by us, in our sole discretion. (Franchise Agreement Section 3)
8. We will provide the Firm Element (as defined by FINRA) for regulatory compliance training and corporate compliance oversight to you as part of the Association Fee. (Franchise Agreement Section 3)
9. We will conduct, as we deem advisable and consistent with our regulatory and supervisory obligations, inspections of your operation of the Independent Financial Advisor Business for the purpose of establishing your compliance with the Franchise Agreement and with federal, state, local and FINRA (and other self-regulatory organizations) laws, regulations, requirements and rules, including, but not limited to, our policies and procedures, as set forth in the Manuals. (Franchise Agreement Section 3)
10. We will offer continuing education programs for a fee, as we deem appropriate and necessary. (Franchise Agreement Section 3)
11. We will make signage specifications available to you as part of the Association Fee. (Franchise Agreement Section 3)
12. We will provide to you, on loan, one copy of the Manuals on CD-ROM, electronically or in hard copy. We reserve the right to select the method of providing the Manuals to you. (Franchise Agreement Section 3)
13. We or an affiliate will provide, or we will arrange for a third party to provide, Errors and Omissions coverage to Independent Advisor for a fee, as set forth in the Manuals. (Franchise Agreement Sections 3 and 13)
14. We may offer optional services to you for a fee, as set forth in the Manuals. (Franchise Agreement Section 3)

15. We may offer incentive programs, such as awards and conferences, as set forth in the Manuals. (Franchise Agreement Section 4)
16. We will offer, as we deem appropriate, advanced education programs ("**Advanced Programs**") for a fee that may: (i) cover customer service, marketing to clients, promotion and other topics related to operation of the Independent Financial Advisor Business; (ii) enable you to obtain certificates, licenses and permits to offer additional Products & Services; (iii) enable you to offer additional Products & Services; (iv) relate to certain Products & Services; and (v) satisfy regulatory requirements. (Franchise Agreement Section 7)
17. We will administer and maintain the System Fund. (Franchise Agreement Section 12)
18. We will review and charge you a fee for the review of your advertising, marketing materials, promotional plans and training materials to determine if they meet the requirements, as specified in the Franchise Agreement and the Manuals. (Franchise Agreement Section 12)
19. We may make available to you, at your expense, pre-approved advertising plans and promotional materials, including direct mail materials, merchandising materials, newspaper mats, point-of-purchase materials, sales aids, special promotions and similar advertising and promotional materials. (Franchise Agreement Section 12)

Any pre-opening or continuing assistance set forth above may be performed by us or by someone designated by us.

## Advertising

### Local Advertising

You must submit all advertising, marketing materials or promotional plans to us and obtain our written approval of such materials or plans prior to use if such materials or plans have not been prepared or previously approved by us within the prior one-year period. If we believe that any advertising or promotional materials may cause a conflict with protecting the value of the Proprietary Marks, we will initiate a process to review the advertising or promotional materials and retain final approval authority over the materials. (Franchise Agreement Section 12)

If you hold appropriate licenses and satisfy all regulatory requirements, you may obtain listings for the Independent Financial Advisor Business in telephone directories. The appearance and content of any telephone listing must: (i) conform to our pre-approved format; (ii) conform to regulatory requirements; and (iii) protect the value of the Proprietary Marks. (Franchise Agreement Section 12)

### National Advertising

Recognizing the value of advertising, promotion and the importance of coordinated advertising and promotional programs, in furtherance of the goodwill and public image of the System, we have the right (but not the obligation) to establish the System Fund. Part of the Association Fee paid by Independent Advisor may be used for the System Fund. Currently, we plan to contribute approximately 1% – 3% of your Association Fee to the System Fund for national advertising, but we are not required to do so. If established, the System Fund will be administered and maintained by us as follows:

1. We will direct all advertising programs through the System Fund, with sole discretion over the concepts, materials and media used in the programs, as well as their allocation and placement. We intend to maximize general public acceptance, recognition and use of the Products & Services and the System. We are not obligated to make expenditures for you that are equivalent or proportionate to your contribution or to ensure that any particular Independent Advisor under the System benefits directly or pro rata from expenditures. We are not obligated to spend any amount on advertising in the geographical area where you are located. We do not plan to use the System Fund to conduct advertising that is principally a solicitation for the sale of franchises. We are not obligated to make contributions to the System Fund on the same basis as Independent Advisors. (Franchise Agreement Section 12)
2. The System Fund and any of the System Fund's earnings will be used exclusively to meet the costs of administering, conducting, directing and preparing advertising, marketing, promotional materials and programs, public relations and/or any other activities that we believe will enhance the image of the System, including the cost of: (i) administering and conducting in-office promotions; (ii) conducting and preparing direct mail advertising, marketing surveys and media advertising campaigns; (iii) employing advertising and/or public relations agencies; (iv) purchasing marketing and promotional items; and (v) providing promotional and other marketing materials and services to businesses operating under the System. (Franchise Agreement Section 12)

We anticipate that all advertising funds collected from Independent Advisors will be spent during the fiscal year in which they are accrued. In 2024, we spent \$11.5 million on national advertising. We plan to conduct a similar level of national advertising in the future. An accounting report of advertising expenditures from prior years is available in the Ameriprise Financial annual report to shareholders. For the current accounting period, we plan to make an accounting report of advertising expenditures available in our annual report to shareholders.

We do not require you to participate in any advertising cooperatives.

### Campaigns

We may designate any geographical area for purposes of establishing a local or regional advertising and promotional campaign (“**Campaign**”) and to determine whether a Campaign is applicable to the Independent Financial Advisor Business. If it is established that a Campaign is applicable to the Independent Financial Advisor Business, at your expense and option, you may become a member of such Campaign. The following provisions will apply to each Campaign:

1. Each Campaign will be coordinated by us or our designees (such as our Regional Vice Presidents) and will commence operation on a date pre-approved in writing by us. (Franchise Agreement Section 12)
2. Each Campaign will be established and organized for the exclusive purpose of administering local or regional advertising programs, and developing, subject to our approval, standardized advertising materials for use by the members in local advertising. (Franchise Agreement Section 12)
3. No advertising, plans or promotional materials may be used by a Campaign or furnished to its members without our prior approval to conform to regulatory requirements and to protect the value of the Proprietary Marks. All such materials and plans must be submitted to us. (Franchise Agreement Section 12)
4. Each Independent Advisor who is a member of the Campaign must submit to the Campaign, his or her contribution together with such other reports or statements as may be required by the Campaign or by us. (Franchise Agreement Section 12)
5. Only Independent Advisors who are members of the Campaign will receive leads resulting from the Campaign. (Franchise Agreement Section 12)

### Websites

All websites will be deemed “advertising” under the Franchise Agreement, and all internet advertising and websites will be subject to (among other things) our approval prior to use, as set forth in the Manuals. The Advisor Locator Program automatically creates an Independent Advisor webpage on our website. On occasion, opportunities may arise to participate in other website programs, subject to the approval of Ameriprise Financial.

In connection with any website, you agree to the following:

1. Websites may only be created using the then-current template we provide. (Franchise Agreement Section 12)
2. In addition to any other applicable requirements, you must comply with our standards for websites, as set forth in the Manuals or otherwise in writing. (Franchise Agreement Section 12)
3. Any revision to the website or any of the information contained therein must be pre-approved by us. (Franchise Agreement Section 12)
4. Any use of Proprietary Marks on or in connection with a website must comply with the Proprietary Marks provision of the Franchise Agreement. (Franchise Agreement Section 8)

### National Franchisee Advisory Council

We have established a National Franchisee Advisory Council that serves in an advisory capacity to us on a variety of topics, including advertising matters. All Independent Advisors have the opportunity to self-nominate for council membership, as long as the Independent Advisor is compliant with all ongoing duties under and not in default of the Franchise Agreement. Members are selected by Ameriprise Financial based on information submitted as part of the self-nomination. Ameriprise Financial retains the power to form, modify or dissolve the council.

### Computer System (Franchise Agreement Section 5)

In order to obtain some of our consulting services, optional services, technology support and troubleshooting services, you must obtain computer hardware to our exact specifications (see Item 6). The principal function of the computer system is to link the Independent Financial Advisor Business to our computer network for the purpose of conducting financial analysis, financial planning, marketing and service functions. There are options for



acquiring the computer hardware, which are set forth in the Manuals. The Franchise Agreement gives us the right to require that you, at all times, maintain and operate, at your expense, computer hardware and software (including any peripheral devices and equipment) that meet our specifications. We strongly recommend you lease or purchase computer hardware from our Ameriprise certified channels to ensure that the equipment and hardware has been fully tested with the *AdvisorCompass®* applications. If you choose to purchase computer hardware independently, the hardware must meet certain specifications, as set forth in the Manuals.

The computer hardware specifications provided in the Manuals represent the recommended list of computer requirements and should be used as a guide to help ensure optimal performance. The intention of this recommendation is to offer affordable high performance technology that is widely available and supported. We require that you keep your hardware updated to ensure that the *AdvisorCompass®* applications run properly and to limit security risk.

Support may be withdrawn for systems that do not meet baseline specifications or that are end of life from the original equipment manufacturer, including withdrawing support of systems that previously met baseline specifications upon changes to the specifications.

In order to access client information and receive information electronically, you must use the Software to obtain access to our computer network. Through the Software, we will have access to the computer system at the Independent Financial Advisor Business. We will provide enhancements, modifications and support for the Software; provided, the computer hardware meets our specifications. Your maintenance and operational activities must conform to our specifications, as set forth in the Manuals or otherwise in writing.

We have the right to require you to: (i) collect and maintain information on the computer system installed at the Independent Financial Advisor Business according to processing and regulatory requirements; and (ii) provide us with information to use, as we may request, from the data so collected and maintained. We also have the right to require you to link your computer system to ours and provide us access to the computer system installed at the Independent Financial Advisor Business for the purpose of obtaining information from your computer system to satisfy regulatory and business processing requirements. We also have the right to specify other non-proprietary software that you use for the computer system.

At our request, you must obtain such additions, enhancements, modifications, substitutions or other upgrades to the computer system and software that conform to our specifications. We have the right to terminate your access to our computer network for violation of the Software Agreement, as specified in Exhibit I to the Franchise Agreement.

There are no: (i) cost or frequency limitations on our right to require you to update or upgrade the computer hardware and software; or (ii) contractual limitations on our right to access and retrieve information from your computer system. The cost of computer hardware and the monthly costs for optional hardware services and/or support are specified in Item 6 and Item 7.

It is your responsibility to ensure you have the appropriate network equipment installed at the Independent Financial Advisor Business, which includes the use of the Managed Network hardware and service solutions made available by Ameriprise Financial that meet our security protocols. The principal function of the network equipment is to connect the Independent Financial Advisor Business to our computer network. There are options for acquiring network equipment based on geographic location and office size. We require you to: (i) conform to the network equipment specifications, as set forth in the Manuals; and (ii) allow us to connect to and configure your network equipment. It is your responsibility to procure equipment and services, including internet connectivity, as specified in the Manuals.

### Manuals

We will allow you to view the Manuals before executing the Franchise Agreement. Before doing so, however, you must sign a confidentiality agreement (“**Confidentiality Agreement**”) agreeing to not reveal any of the information contained in the Manuals without our permission or use any of the information contained in the Manuals if you do not execute the Franchise Agreement. The Confidentiality Agreement is attached to this disclosure document as Exhibit D.

### Opening the Independent Financial Advisor Business

You must open the Independent Financial Advisor Business within sixty (60) days after you sign the Franchise Agreement. The typical length of time between signing the Franchise Agreement and opening the Independent Financial Advisor Business ranges from 1 to 30 days. Factors which may affect this time-period include: the time needed to: (i) find an approved office location; (ii) make necessary leasehold improvements; (iii) obtain required

certificates, licenses, permits, registrations and training; and (iv) secure necessary office equipment and furniture.

### Site Selection

You will specify the registered office location(s) you have chosen for the Independent Financial Advisor Business (“**Location**”) in Schedule A of the Franchise Agreement. You may lease space from a third party or own your location(s). The Independent Financial Advisor Business Location must be located in a commercial zone or mixed commercial/residential zone, as specified in the Manuals, and is subject to our approval. In approving an office location, we consider: (1) requirements under the Franchise Agreement; (2) compliance with applicable federal and state laws, regulations of government or self-regulatory agencies (such as FINRA), and Ameriprise Financial policies (including privacy policies); (3) whether you will be conducting the Independent Financial Advisor Business in a professional environment; and (4) accessibility for compliance and regulatory inspections. The criteria for a professional environment generally includes: accessibility and safety for clients and staff; a clean and neat appearance, with equipment and furniture in good repair; and the ability to display appropriate signage. Your Location and any other location where you conduct securities business and maintain client files, must be registered with FINRA.

Your primary office location will determine which Region you will be assigned (“**Region**”), which is a geographic territory that has been defined by us based on market potential, client growth potential and similar marketing accessibility factors. We may change Region boundaries. You may not relocate the Independent Financial Advisor Business without our prior written approval.

You must have at least one approved office location within sixty (60) days after you sign the Franchise Agreement. If an approved office location is not secured within sixty (60) days, the Franchise Agreement will terminate.

### Training

Before opening the Independent Financial Advisor Business, you must complete, to our satisfaction, the initial orientation program we offer, the cost of which is included in the Initial Fee. At our discretion, we may modify the orientation program based on your experience and/or to enhance or update the program. Instructional materials will consist of course and online resources.

| TRAINING PROGRAM    |                      |                              |               |
|---------------------|----------------------|------------------------------|---------------|
| Subject             | Hours of Training    | Hours of On-the-Job Training | Location      |
| <b>Introduction</b> | Varies by experience | None                         | Region        |
| <b>Orientation</b>  | Up to 2 hours        | None                         | Online        |
| <b>Compliance</b>   | Up to 8 hours        | None                         | Online/Region |

We conduct our Introduction program as we deem necessary. Our regional vice presidents “RVP” (or field vice presidents “FVP”) will provide our Introduction program. Our RVPs and FVPs generally have experience as financial advisors and have been promoted from the field with an understanding of the System. Individual RVP experience is further specified in Item 2 of this disclosure document. All of the sections of the orientation program are developed by corporate office departments with responsibility specific to the subject matter. Any orientation program that involves classroom work will take place at one of our offices near your Location within the Region.

You must attend regulatory, compliance, franchise or brand seminars as set forth in the Manuals. For a fee, if applicable, you and your employees and/or contractors may attend optional courses, seminars, and other training programs offered by us. We will offer, as we deem appropriate, Advanced Programs. You will not be required to attend such Advanced Programs, except as necessary to satisfy regulatory requirements or if you participate in special optional programs such as Platinum Financial Services and Private Wealth Advisor. Some programs such as these, may have limited participation. You will be required to pay a fee, if any, specified by us for all Advanced Programs. You and your employees and/or contractors will be responsible for all costs and expenses, including the cost of transportation, lodging, meals, and wages, incurred in connection with the initial orientation program, compliance programs, and Advanced Programs.

Orientation programs, regulatory compliance programs, and Advanced Programs will be at such times and places or through other methods, which may include computer software or websites, as we may designate.

All of the programs, training and other services specified in Item 11 that we offer for a fee, may be purchased by Employees who become Independent Advisors. Employees who become Independent Advisors will pay the Association Fee of \$290 per month and will be required to receive compliance supervision for a fee that is estimated to range from \$287 – \$2,438 per month.



## ITEM 12 TERRITORY

You must operate the Independent Financial Advisor Business at the Location. You may not relocate the registered office location of the Independent Financial Advisor Business or establish a secondary office location without our prior written approval, as specified in the Manuals. You must have the appropriate licenses and registrations to solicit clients based on your Location, the location/residence of the client and the person(s) who perform your regulatory oversight and supervision. You will not receive an exclusive territory. You may face competition from Employees and other Independent Advisors, from outlets we own or from competitive brands or other channels of distribution that we control. Because your franchise is non-exclusive, you have no protected area, clients or territory. You have no options, right of first refusal or similar rights to acquire additional franchises. In addition, we and our affiliates retain the right, among others, in any manner and on any terms and conditions we deem advisable, without compensation to you, and without granting you any rights:

1. To offer financial products and services, including the Products & Services, directly or indirectly to any business or Client, or to license others to offer Products & Services under any proprietary marks (including the Proprietary Marks) at any location, through other Independent Advisors, Employees, Corporate Staff, AFIG Advisors, direct marketing, telemarketing, internet or other online service, third-party marketers, and any other distribution method;
2. To own and/or operate and license others to operate, businesses that offer Products & Services using the System and Proprietary Marks, at any location; and
3. To own and/or operate, and license others to operate, businesses that offer other investment opportunities, financial services and products, using proprietary marks other than the Proprietary Marks or other systems, whether such businesses are similar to or different from the Independent Financial Advisor Business, at any location.

As discussed in Item 1, we and certain of our affiliates and designees (including other Independent Advisors operating under the System, our Employees, Corporate Staff, AFIG Advisors, third-party dealers, persons associated with such persons, and mail order services) now sell, and must continue to have the right to sell, Products & Services to clients located in the same or close proximity to the Independent Financial Advisor Business; we and certain of our affiliates and designees will be direct competitors of yours.

Independent Advisors are not permitted to directly or indirectly provide, offer to sell or sell any of the Products & Services to any client of Ameriprise Financial, AFIG Advisor, Corporate Staff, Employee or another Independent Advisor operating under the System, unless Independent Advisor has followed the procedures specified in the Manuals.

All internet advertising and websites, including any revisions, must be approved in advance by us and must be in a format designated by us. There are restrictions on the acceptable use of electronic commerce and electronic communications, as set forth in the Manuals.

If you execute the Registered Principal Agreement (Addendum 2), you may provide compliance supervision only to Independent Advisors who are subject to the System, as set forth in the Manuals. Each Independent Advisor will have a Registered Principal assigned to provide compliance supervision for such Independent Advisor.

## ITEM 13 TRADEMARKS

The Franchise Agreement allows you to use the Proprietary Marks, which include the trademarks, service marks, names, logos and commercial symbols listed in the table below ("**Principal Marks**"), for operation of the Independent Financial Advisor Business in certain limited and enumerated ways. Each is registered with the United States Patent and Trademark Office on the principle register and has been assigned the registration number indicated below. The Parent has filed all required affidavits for each of the Principal Marks.

| <u>Mark</u>  | <u>Registration No.</u> | <u>Registration Date</u> | <u>Goods and Services</u>     |
|--|-------------------------|--------------------------|-------------------------------|
| Ameriprise®  | 3,308,498               | October 9, 2007          | Financial services and advice |
|  Ameriprise®<br>Financial | 3,326,186               | October 30, 2007         | Financial services and advice |
| Ameriprise Platinum<br>Financial Services®   | 3,284,839               | August 28, 2007          | Financial services and advice |

The Parent and some of our affiliates use the Principal Marks in connection with the operation of their businesses. As specified in Item 1, some of these affiliates sell the Products & Services and/or products and services that are similar to those offered by the Independent Financial Advisor Business. There are no agreements currently in effect that limit our right to use or license others to use the Principal Marks.

There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any court, and there is no pending infringement, opposition, cancellation proceeding or pending material litigation involving the Principal Marks that may be relevant to their use by you. We do not know of any infringing uses that could materially affect your use of the Principal Marks in this state or elsewhere.

You must promptly notify us of any issue relating to the Principal Marks, including: (i) suspected infringement of any Principal Marks; (ii) any challenge to the validity of the Principal Marks; or (iii) any challenge to the ownership of, right to use and to license others to use or your right to use the Principal Marks. We or our affiliates have the right to direct and control any administrative proceeding or litigation involving the Principal Marks, including any settlement.

We or our affiliates have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Principal Marks. We will defend you against any third-party claim, suit or demand arising out of your authorized use of the Principal Marks in connection with the goods and services identified in the table above. We will not defend claims arising from your use of the Principal Marks with respect to any other goods and services or with respect to the clearance, registration or claims arising from your use of any other trademarks, service marks or logos. You must sign all documents and do whatever the Parent believes is necessary or advisable to protect and maintain our interests or your license to use the Principal Marks. Unless litigation results from your use of the Principal Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for the out-of-pocket costs you actually incur for the requested participation in such litigation.

We reserve the right to substitute different marks for the Principal Marks, for use in identifying the System and the Independent Financial Advisor Business operating under the System, if we, in our sole discretion, determine that substitution of one or more of the Principal Marks will be beneficial to the System or if any of the Principal Marks can no longer be used. You must promptly substitute a new mark for one of the Principal Marks, and the use of the new mark, as one of the Principal Marks, will be governed by the terms of the Franchise Agreement.

You must follow our rules when you use the Principal Marks. Some of the applicable rules are as follows:

1. You may not use the Principal Marks:
  - To sell an unauthorized product or service;
  - In any manner not expressly authorized by us. You may only use the Principal Marks in the ways we expressly authorize in the Franchise Agreement, every other type and form of use is prohibited; or
  - To register a domain name including, in whole or in part, any Principal Mark or any domain name that may be confusingly similar, in our sole discretion, to any Principal Mark.
2. You may not authorize, by granting a sublicense or by any other means, any other person or entity to use a Principal Mark for any purpose.

3. You may use the Principal Marks only as adjectives followed by a noun consisting of the good or service that is branded with the Principal Mark.
4. Never use the Principal Marks as possessives, plurals, verbs or as part of a pun and do not abbreviate (i.e., shorten) any Principal Mark. They must be used exactly as registered.
5. Use the proper symbol (SM, TM or ®) shown in the preceding list.
6. You are not permitted to use any mark owned or associated with the Parent other than those listed above.
7. If you have questions regarding the appropriate use of a Principal Mark or whether your use is permitted, you must contact us for clarification at Intellectual Property Legal Mail.

We are authorized by Ameriprise Financial, Inc. to use the Principal Marks and to license them to you for use in the Independent Financial Advisor Business. If we are no longer authorized to use the Principal Marks, you will not be permitted to use the Principal Marks either.

## ITEM 14

### PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Our Parent, Ameriprise Financial, Inc., owns, among others, the patents, copyrights and proprietary information outlined below. We are authorized by Ameriprise Financial, Inc. to use such patents, copyrights and proprietary information and to sublicense them to you for use in the Independent Financial Advisor Business.

#### Patents and Copyrights

The Parent owns the following patents, some or all of which may be embodied in the Software, and which may be material to the Independent Financial Advisor Business:

| <b>Title</b>  | <b>U.S Patent No.</b> | <b>Issue Date</b> |
|---|-----------------------|-------------------|
| <b>Management of goals and recommendations</b>                                | 8,190,502             | May 29, 2012      |
| <b>Stochastic modeling module for providing financial planning and advice</b> | 8,306,885             | November 6, 2012  |
| <b>System and method for providing financial planning and advice</b>          | 8,407,125             | March 26, 2013    |
| <b>Management of goals and recommendations</b>                                | 8,635,142             | January 21, 2014  |

The patents listed above relate to the financial planning, financial analysis, and financial advice functions of the tools we may provide for use in the Independent Financial Advisor Business. To the extent any such functions are provided in the Software specified in Items 8 and 11, please see Items 8 and 11 for more information on the Software. As a general matter, a patent lasts for a term of 20 years from the filing date of the application that led to the issued patent. However, the 20-year term of a patent may be lengthened or shortened by the rules of the United States Patent and Trademark Office. Often, this lengthening or shortening is indicated on the face of the patent document alongside the “Notice” heading. The filing date of the application is also listed on the face of the patent document alongside the “Filed” heading. We may choose, for one reason or another, to allow an issued patent we own to lapse or otherwise become abandoned. Ameriprise Financial grants to Independent Advisor a limited license to use the patents solely in connection with the operation of the Independent Financial Advisor Business, in accordance with the terms and conditions of the Franchise Agreement and only during the term of the Franchise Agreement.

The Parent does not own any copyright registrations that it deems to be material to the Independent Financial Advisor Business, but it does own licenses to use third-party software (as further specified in Items 8 and 11), which may be subject to copyright protection. The Software Agreement (discussed in Items 8 and 11), grants you a limited license to use the Software, so long as the Parent maintains such licenses, and so long as you comply with the Software Agreement. The Parent has no obligation to defend the right to use the Software or to continue to make it available for use, but it intends to take commercially reasonable steps to enable you to use the Software or replacements for the same. Except as specified in the Software Agreement, the Parent and us provide no warranties or representations regarding future use of the patents or the Software. The Parent’s and our right to use or license the Software is not materially limited by any agreement other than by the terms and conditions of use in the relevant vendor’s license agreement. Your right to use the Software is limited by this Agreement and the Software Agreement.

We or the Parent own the copyright to the printed and other materials provided to you for your use, and we, or the Parent, may, or may not, seek registrations of such copyrighted materials in its, or our, discretion. However, the decision whether or not to obtain such registrations does not impact your ability to use the same in the Independent Financial Advisor Business. These materials include: the Manuals and other manuals, brochures, forms, training materials, marketing collateral, and other materials. Although we may choose not to file an application to register the copyright for such materials, our copyright in them exists nonetheless under applicable law, and you must retain and not alter, in any way, the copyright notice on any copy you receive or are authorized to make, if any.

You may use these materials only in the manner we specify and only in and while operating the Independent Financial Advisor Business under the System. You may not prepare derivative works (altered works or new works based in whole or part on the materials we provide) of these materials, and you may not attempt to claim ownership of any such derivative work, or license, for free or for a fee, lend, or sell outright, any copies of such materials or derivative works thereof to others, whether inside the System or outside of it.

You must promptly notify us of any suspected infringement or challenge to our use of the Software, the patents or the copyrighted materials. We or our affiliates have the right to direct and control any administrative proceeding or litigation involving the Software, patents, and copyrights, including any settlement. We or our affiliates have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the

patents or copyrights. We will defend you against any third-party claim, suit or demand arising out of your authorized use of the Software or copyrights. You must execute any and all documents and do such acts as may, in our opinion, be necessary and advisable to protect and maintain our interests in the Software, patents, and copyrights. Unless litigation results from your use of the Software or copyrights in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for the out-of-pocket costs actually incurred by you in any such litigation.

If we decide to add, modify or discontinue use of the Software, or an item or process covered by a patent or copyright, you must do the same. The use of any replacement Software item or process will be governed by the terms of the Franchise Agreement.

### Manuals

You must operate the Independent Financial Advisor Business in accordance with the professional standards specified in the Manuals. The Manuals consist of optional services, business processing procedures, compliance policies and procedures, compensation schedules and other information necessary to operate the Independent Financial Advisor Business. To comply with regulatory requirements, we may make reasonable interpretations and revise the contents of the Manuals, from time to time. For business changes to the Manuals, we will provide you with reasonable notice. Such revisions may include, but are not limited to: the introduction of new fees and revisions to any of the fees set forth in the Manuals, the Franchise Agreement or the Franchise Disclosure Document (including the Association Fee). We agree to provide you with sixty (60) days' written notice of any non-regulatory changes to the Manuals that result in a reduction of the GDC ("Gross Dealer Concession") Payout Rate, as defined in the Manuals. You must agree to comply with the revised Manuals.

We will provide you with electronic access to the Manuals during the term of the Franchise Agreement. You will receive the Manuals upon completion, to our satisfaction, of the initial orientation program. In lieu of providing you with electronic access to the Manuals, we may provide you with an alternative method to access the Manuals such as by providing you with a paper copy. Any notice of revision to the Manuals may be given by us by revising the Manuals and notifying Independent Advisors of such revisions by any reasonable means, including without limitation via electronic access. You must treat the Manuals and the information contained in them as confidential. You may not copy, duplicate, record or otherwise reproduce the Manuals, in whole or in part, or show them to any unauthorized person. The Manuals will remain our sole and exclusive property. In the event of a dispute as to their contents, the contents of the most recently communicated Manuals supersede all previous Manuals.

### Confidential Information

You must not during or after the term of the Franchise Agreement, except as otherwise permitted in the Franchise Agreement, communicate, divulge, or use for yourself, except under the System, or for the benefit of anyone else, any confidential information or trade secrets, including employee, advisor, or client names, addresses, data, or know-how concerning the methods of operation of the System and the Independent Financial Advisor Business that may be, or have been, communicated to you, or about which you may become aware, in connection with your operation of the Independent Financial Advisor Business. You also must not reveal any information about potential clients to whom a presentation has been made by an Independent Advisor that might reasonably be expected to do business with us. Confidential information includes, among other things, the Manuals, current and prospective client and other advisor names, addresses, data, and other personal and financial information recorded in company or company client records, compilations and lists of client information, technical information, computer hardware design, computer software, Products & Services information, System information, business information, including costs, revenues, prices (including discounts), programs, training, clients, business plans, financial reports and strategies, and sales and marketing information, used by us to compete against other providers of products and services that are similar to those offered through the System.

In addition, other materials and information, including organizational structure, marketing philosophy and objectives, financial results, processes, rates, agreements, programs, methods of doing business, techniques, systems, formulas, patterns, models, devices, compilations, lists of and information concerning clients and customers, and trade secrets are proprietary and confidential. You may divulge confidential information only to those employees or contracted staff who must have access to it in order to perform their employment or staff responsibilities and who have an obligation to keep such information confidential and use it only in furtherance of the Independent Financial Advisor Business.

Contracted Staff that may have access to personally identifiable client or potential client information may only be retained by you pursuant to a written contract that contains obligations regarding the secure handling of clients' and potential clients' personally identifiable information that are no less restrictive than those to which you are

subject. Similarly, at our request, you must require your employees having access to any confidential information of ours, or personally identifiable information about clients or potential clients or other advisors, to sign covenants and/or non-disclosure agreements, on forms satisfactory to us, requiring that they securely handle and maintain the confidentiality of all such information they receive during their association with the Independent Financial Advisor Business. We will be a third-party beneficiary of these agreements and covenants and/or non-disclosure agreements with the independent right to enforce them. In addition, all service providers that you independently retain to assist you in operating the Independent Franchise Advisor Business must be contractually required by you to take measures reasonable under the circumstances to protect our confidential information and to securely handle the personally identifiable information of clients, prospective clients, and other advisors that they handle on your behalf or to which they may be exposed in the provision of services to you. To the extent you use technological solutions for the processing or storage of such confidential or personally identifiable information that are neither provided or managed by our Parent, you are responsible for ensuring such solutions and service providers meet all of the legal and regulatory obligations to which you are subject to the same extent as if you performed the services yourself (i.e., you cannot outsource these responsibilities). You may be required to annually attest to the fact that you have appropriate contractual obligations in place for the protection of such information and technical solutions, and we and our Parent are entitled to rely on such attestations, the falsity of which can and will subject you to personal liability.



## **ITEM 15**

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You must, personally: (i) devote best efforts to the management and operation of the Independent Financial Advisor Business; and (ii) not be employed or engage in any competitive or other business activities outside of the Independent Financial Advisor Business. You may obtain an exception by receiving our written approval to engage in a competitive business or by requesting approval from us in writing of other businesses, as set forth in the Manuals. Many of our Independent Advisors share office space and staff with other Independent Advisors or otherwise operate as a team. You, personally, are responsible for the direct, on-premises operation and supervision of the Independent Financial Advisor Business. All contractor(s) and/or employee(s) that you engage must be competent, conscientious and properly trained to perform the duties required of his or her engagement and/or employment. All contractor(s) and/or employee(s) of yours must: (i) be approved, and if required, appointed by and licensed with or through us; (ii) be fingerprinted; and (iii) execute, no later than commencement of engagement or employment, the then-current confidentiality agreement with Ameriprise Financial and any other required agreements.

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must use the Location solely for operation of the Independent Financial Advisor Business and any other authorized activities. You must not use the Location for any unauthorized activities without first obtaining our written consent and providing notice to us or for such other uses which do not require consent or notice, as specified in the Manuals. You must refrain from using or permitting use of the Location for any other purpose or activity, at any time, without first obtaining our written consent and providing notice to us of such use, as set forth in the Manuals, unless such use is permitted without obtaining our written consent or providing notice. You must operate the Independent Financial Advisor Business in strict conformity with the standards we set forth in the Manuals or otherwise provide in writing. If you execute the Registered Principal Addendum, you may only provide compliance supervision to Independent Advisors as specified in the Registered Principal Addendum and the Manuals.

You must offer and sell only Products & Services that have been expressly approved by us and meet our then-current standards, as set forth in the Manuals or otherwise in writing. You must obtain all Products & Services solely from us or approved suppliers. You will solicit clients for Products & Services in accordance with the Manuals. You must not solicit clients to purchase Products & Services without the appropriate licenses and registrations. We have an unlimited right to change the Products & Services that you may offer and sell.

The System may be improved, supplemented and otherwise modified from time to time by us. You must comply with all of our reasonable requirements in that regard, including offering and selling different or new products or services as specified by us.

As specified in Item 8, the Manuals impose restrictions on the products or services which you may offer or sell or with respect to the clients to whom you may sell and service.

## ITEM 17

### RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

#### THE FRANCHISE RELATIONSHIP

| Provision   | Section in Agreement                | Summary  |
|---|-------------------------------------|--|
| a. Length of the franchise term                     | § 2 of Franchise Agreement          | 3 years  |
| b. Renewal or extension                             | § 2 of Franchise Agreement          | Additional term of 3-years subject to your satisfaction of certain requirements  |
| c. Requirements for you to renew or extend          | § 2 of Franchise Agreement          | Requirements for renewal include: premises must meet reasonable professional standards and the requirements in the Manuals; compliance with Franchise Agreement; sign the then-current Franchise Agreement; and satisfy all monetary obligations owed by you to Us and our affiliates. You may be asked to sign a contract with materially different terms and conditions than your original contract.   |
| d. Termination by you                               | § 17 of Franchise Agreement         | You may terminate the Franchise Agreement upon fourteen (14) days' written notice to us (subject to state law).  |
| e. Termination by us without cause                  | § 2 of Franchise Agreement          | We may dissolve or terminate the System upon ninety (90) days' written notice in the event of a change in industry, market or regulatory conditions.   |
| f. Termination by us with cause                     | § 17 of Franchise Agreement         | Grounds for termination with cause include: default under the Franchise Agreement and other grounds; and through the suspension process.   |
| g. "Cause" defined – defaults which can be cured    | § 17 of Franchise Agreement         | All defaults not specified in the "Immediate Termination" section of § 17.   |
| h. "Cause" defined – defaults which cannot be cured | § 17 of Franchise Agreement         | Failure to locate an approved site, open the Independent Financial Advisor Business or complete training; abandonment; conviction of crimes; failure to obtain or loss of any required authorizations, certificates, permits, registrations or training; transfer without approval; failure to transfer in required period following death or mental or physical incapacitation; misappropriation of monied or unauthorized activities; failure to comply with covenants; disclosure of confidential information; knowingly maintains or submits false books and records; unauthorized use of the Proprietary Marks; impairs goodwill; failure to permit inspections; repeat defaults; alleged criminal activity; or failure to comply with regulatory supervisor. |
| i. Your obligations on termination/non-renewal      | §§ 18 and 19 of Franchise Agreement | Cease operating the Independent Financial Advisor Business and using all elements of the System; discontinue use of Proprietary Marks or represent present or former association with the System; payment of debts to Us and our affiliates; return Manuals, records and client files; return or erase software; make necessary alterations to the Location; and comply with the non-solicitation covenants  |
| j. Assignment of contract by us                     | § 14 of Franchise Agreement         | There are no limits on our right to assign or transfer.  |
| k. "Transfer" defined – by you                      | § 14 of Franchise Agreement         | Includes transfer of any direct or indirect interest in the Franchise Agreement, any client accounts or the Independent Financial Advisor Business   |
| l. Our approval of transfer by you                  | § 14 of Franchise Agreement         | We have the right to approve all transfers.  |

| Provision  | Section in Agreement        | Summary   |
|--|-----------------------------|---|
| <b>m. Conditions for our approval of transfer</b>                    | § 14 of Franchise Agreement | Requirements for approval of a transfer include: payment of money owed; non-default; compliance with minimum requirements; execution of the then-current Franchise Agreement (or written assignment if transferee is an existing Independent Advisor); general release of claims (see Exhibit O); payment of transfer fee; transferee meets our conditions; transferee holds all licenses, permits and other requirements; Independent Advisor remains liable of the Independent Financial Advisor Business before transfer date; payment of Initial Fee (if applicable); and transfer is in good faith.  |
| <b>n. Our right of first refusal to acquire your business</b>        | § 14 of Franchise Agreement | If you have entered into a succession planning agreement less than ninety (90) days prior to a proposed transfer, we have the right to purchase the Independent Financial Advisor Business at any time. If you have entered into a succession planning agreement ninety (90) days or more prior to the transfer, we have the right to purchase the Independent Financial Advisor Business within thirty (30) days of your RVP receiving a signed succession planning agreement.   |
| <b>o. Our right to purchase your business</b>                        | § 14 of Franchise Agreement | See n. above.   |
| <b>p. Your death or disability</b>                                   | § 14 of Franchise Agreement | Ameriprise Financial encourages you to execute an agreement with another Independent Advisor to transfer the Independent Financial Advisor Business immediately upon death or mental or physical incapacity; absent an agreement, for a management fee, we will manage the Independent Financial Advisor Business for up to ninety (90) days while your executor finds a buyer for Us to approve.   |
| <b>q. Non-competition covenants during the term of the franchise</b> | § 19 of Franchise Agreement | Prohibition during the term of the Agreement on: (1) encouraging, assisting, participating, inducing, or attempting to encourage, assist, participate or induce any Client, prospective business or customer to (a) terminate any agreement with Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; or (b) terminate, surrender, redeem or cancel any action related to the Products & Services acquired or ordered from or through Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; (2) soliciting any Client that, during the term of the agreement, to open an account other than with Us or to sell any investment, financial or insurance products or services other than with Us, to any Client that you contacted, serviced or leaned about while operating under the agreement; and/or (3) disparaging Ameriprise Financial, its affiliates, advisors, employee and Products & Services (subject to state law). |
|  | Addendum 3                  | Limits the enforcement of § 19B (1) and (2) if you timely comply with conditions, including years of service as an Ameriprise Financial advisor, and others (subject to state law).   |

| Provision  | Section in Agreement        | Summary  |
|--|-----------------------------|--|
| <b>r. Non-competition covenants after the franchise is terminated or expires</b> | § 19 of Franchise Agreement | Prohibition for one (1) year after termination of the agreement on: (1) encouraging, inducing, or attempting to encourage or induce, any Client, prospective business or customer to (a) terminate any agreement with Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; or (b) terminate, surrender, redeem or cancel any action related to the Products & Services acquired, ordered from or through Us, an affiliate, Issuers or any Independent Financial Advisor Business under the System; (2) soliciting any Client that, during the term of the agreement, you contacted, serviced or learned about to open an account other than with Us or to sell any investment, financial or insurance products or services other than with Us, without or written consent; (3) encouraging, inducing, or attempting to encourage or induce, or otherwise soliciting any person who is affiliated with Us, to terminate their affiliation with Ameriprise Financial; and/or (4) disparaging Ameriprise Financial, its affiliates, advisors, employee and Products & Services (subject to state law). |
|  | Addendum 3                  | Limits the enforcement of § 19B (1) and (2) if you timely comply with conditions, including providing fourteen (14) days advance written notice of termination (subject to state law).   |
| <b>s. Modification of the agreement</b>  | § 24 of Franchise Agreement | Must be in writing and executed by both parties, except for modifications to the Manuals and the System, which we can make unilaterally  |
| <b>t. Integration/merger clause</b>  | § 24 of Franchise Agreement | Only the terms of the Franchise Agreement are binding (subject to state law); any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.  |
| <b>u. Dispute resolution by arbitration or mediation</b>                         | § 27 of Franchise Agreement | You and we must arbitrate most types of disputes before FINRA, unless otherwise agreed by you and us (subject to state law).   |
| <b>v. Choice of forum</b>  | Not Applicable              | Not Applicable   |
| <b>w. Choice of law</b>  | § 26 of Franchise Agreement | Delaware, except as otherwise required by state law  |

## ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchise.

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

**Some Independent Advisors have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.**

Written substantiation for this financial performance representation is available to you upon request.

### **Table 1: Amount and Distribution of GDC for Independent Advisors in All 6 Region Sites Based on Annual GDC\***

Table 1 presents information about Independent Advisor earnings based on the actual Gross Dealer Concession (“GDC”) levels and GDC Payout Rates for Ameriprise Financial Independent Advisors in the 6 Region sites\* in 2024. The data below does not include any information about Employee advisors. For a description of the columns, see the Notes to Table 1 section (below).

| A                      | B                              | C                               | D                        | E                       | F   | G   | H                      | I                     |
|------------------------|--------------------------------|---------------------------------|--------------------------|-------------------------|---|---|------------------------|-----------------------|
| Annual GDC (in 000s)** | Number of Independent Advisors | Percent of Independent Advisors | Annual Average Total GDC | Annual Median Total GDC | Average Gross Income (73.1% - 87.8% GDC Payout Rate)*** | Number/Percent Met or Exceeded Average Gross Income | Median of Gross Income | Range of Gross Income |
| 1,000+                 | 1,532                          | 40%                             | 2,830,772                | 1,906,756               | 2,525,741   | 452/30%   | 1,687,342              | 815,745-83,486,063    |
| 900-999                | 137                            | 4%                              | 945,154                  | 945,161                 | 795,892   | 64/47%  | 793,935                | 717,061-906,396       |
| 800-899                | 134                            | 3%                              | 853,150                  | 858,272                 | 707,994   | 63/47%  | 707,274                | 625,172-814,568       |
| 700-799                | 157                            | 4%                              | 750,065                  | 751,701                 | 612,013   | 80/51%  | 612,324                | 506,913-723,791       |
| 600-699                | 176                            | 5%                              | 650,551                  | 649,140                 | 517,999   | 90/51%  | 519,679                | 433,638-628,564       |
| 500-599                | 179                            | 5%                              | 549,376                  | 552,430                 | 423,578   | 89/50%  | 423,049                | 360,057-529,345       |
| 400-499                | 150                            | 4%                              | 445,764                  | 448,069                 | 333,113   | 67/45%  | 330,654                | 288,002-445,730       |
| 300-399                | 230                            | 6%                              | 347,859                  | 348,025                 | 259,751   | 106/46%   | 256,699                | 216,063-350,053       |
| 200-299                | 251                            | 6%                              | 248,928                  | 250,481                 | 185,017   | 125/50%   | 184,712                | 144,293-267,344       |
| 100-199                | 329                            | 8%                              | 146,287                  | 144,259                 | 108,673   | 161/49%   | 107,106                | 72,111-181,461        |
| 50-99                  | 298                            | 8%                              | 72,662                   | 70,763                  | 53,163  | 144/48%   | 52,043                 | 36,091-84,107         |
| 0-49                   | 289                            | 7%                              | 30,065                   | 34,364                  | 19,985  | 164/57%   | 23,195                 | 0-39,826              |
| <b>TOTALS</b>          | <b>3,862</b>                   | <b>100%</b>                     |                          |                         |   |   |                        |                       |

\* Table 1 data covers all Independent Advisors in the U.S. “Region” is a term used to describe a geographic region.

\*\* Consists of Time-of-Sale GDC and Trail GDC.



\*\*\* Expenses are not included in this figure but are necessary to run a business; these types of costs can vary significantly from individual to individual. Independent Advisor is responsible for determining the cost he or she will incur for these expenses (see Items 5, 6 and 7 for more information).

\*\*\*\*Table 1 does not include 221 Independent Advisors that left the Ameriprise system in 2023, none of which had operated as an Independent Advisor for twelve months or less.

#### NOTES TO TABLE 1:

1. The average length of service of Independent Advisors whose results are reflected in Table 1 is approximately 23 years.
2. Table 1 represents actual Independent Advisors' 2024 GDC data. Product mix is specific to each individual Independent Advisor and may vary among Independent Advisors; the product mix of a new Independent Advisor may differ from the product mix of an experienced Independent Advisor. This difference in product mix will cause earnings to differ because different products have different GDC rates, which, in turn, affects an Independent Advisor's gross income. Ameriprise Financial's average product mix (based on national Independent Advisor data) is illustrated in Table 2 (below).

**Table 2: 2024 Average Total GDC Product Mix for Independent Advisors**

| Product Category                             | % of Total GDC |
|--|----------------|
| Advice Services                              | 7.6%           |
| Annuities                                    | 8.3%           |
| Direct Investments                           | 0.2%           |
| Insurance (Disability, Life, Long-Term Care) | 1.9%           |
| Managed Accounts                             | 70.2%          |
| Mutual Funds & Securities                    | 3.8%           |
| Other  | 8.0%           |
| <b>Total</b>                                 | <b>100%</b>    |

3. The following terms are provided to aid in understanding Table 1:
  - GDC: Generally, the amount generated after the GDC Rate is applied to the product transaction. The GDC Rate is also known as the GDC Product Rate. These rates can be found in the Compensation Reference Guide contained in the Manuals. Certain products, such as Non-Traded Real Estate Investment Trusts ("REIT"), Non-Traded Business Development Companies ("BDC"), Unit Investment Trusts ("UIT"), Brokered Insurance, and Hedge Fund Offerings may have a lower GDC Product Rate than that of the selling commissions rate. Ameriprise Financial reserves the right to make these products available for sale or to remove them from the approved Products & Services list, hence not all the products listed may be available as an approved Product. For examples of how the GDC Product Rates are calculated, see Exhibit L.
  - GDC Payout Rate: The percentage payout rate applied to the GDC. In 2024, the average payout percentage ranged from 73.1% to 87.8% depending upon production level, as illustrated in Column F of Table 1 (actual payouts range from 72% to 91%).
4. A description of the specific revenue columns, which make up Table 1 are as follows:

#### Description of Table 1:

- Column A: Annual GDC (in thousands) – The gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC.
- Column B: Number of Independent Advisors – The number of Independent Advisors by GDC production level. The breakout is based on results, as specified above, from December 27, 2023 through December 24, 2024.. Only Independent Advisors who were active as of December 2024 are included.
- Column C: Percent of Independent Advisors – The percent of Independent Advisors that fall into each GDC production level.
- Column D: Annual Average Total GDC – The average GDC generated for those Independent Advisors that fall within the specified GDC production level.

- Column E: Annual Median Total GDC – The median GDC generated for those Independent Advisors that fall within the specified GDC production level.
- Column F: Average Gross Income – The average annual GDC multiplied by the average GDC Payout Rate for each production level. The average GDC Payout Rate varies by production level and was between 73.1% and 87.8% in 2024 for these levels.
- Column G: Number/Percent Met or Exceeded Average Gross Income – The number and percent of Independent Advisors that have met or exceeded the Average Gross Income in Column F within the specified GDC production level.
- Column H: Median of Gross Income – The median gross income earned by Independent Advisors within the specified GDC production level.
- Column I: Range of Gross Income – The range of gross income earned by Independent Advisors within the specified GDC production level.

5. All figures are for actual Ameriprise Financial Independent Advisors.

6. Ameriprise Financial reserves the right to change GDC rates, GDC Payout Rates and required expenses at any time. We will provide Independent Advisor with sixty (60) days' notice of any non-regulatory change, which reduces the GDC Payout Rates. Other changes to the GDC Payout Rate will be communicated with reasonable notice to Independent Advisor.

#### PAYOUT METHOD FOR CALCULATING GDC

THE METHOD FOR CALCULATING THE GDC PAYOUT RATE IS A PAYOUT GRID. THE PAYOUT GRID MEASURES BOOK OF BUSINESS ("BOB"), TOTAL GDC AND INCLUDES A POTENTIAL FOR A BONUS PAYOUT RATE. PAYOUT GRID RESULTS DETERMINE WHICH OF THE GDC PAYOUT RATES WILL APPLY TO THE INDEPENDENT ADVISOR'S GDC.

**Table 3: Payout Grid Metrics for Independent Advisors**

|                  |  |
|------------------|--|
| <b>Total GDC</b> | Measures GDC (combination of Time-of-Sale GDC and Trail GDC) |
|------------------|--|

**Table 4A: 2025 Solo Payout Grid and Corresponding Base Payout Rate Measurement  
(GDC Payout Rate effective for the Jan. 21, 2026 through Jan. 19, 2027 Compensation Period)**

The Solo Payout Grid applies to an Independent Advisor that: (i) is not enrolled in a formal team practice with another Independent Advisor; and (ii) has one or less Associate Financial Advisors for which the Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise Financial are exempt from this count). For more information, see the AFG Solo Payout Grid Policy.

The Minimum Total GDC (in thousands) will be measured between Dec. 25, 2024 and Dec. 23, 2025.

| Minimum Total GDC<br>(000's) | Payout Rate |
|------------------------------|-------------|
| <495                         | 72.0%       |
| 495                          | 74.0%       |
| 555                          | 76.0%       |
| 615                          | 78.0%       |
| 725                          | 82.0%       |
| 835                          | 82.0%       |
| 955                          | 84.0%       |
| 1,245                        | 84.5%       |
| 1,600                        | 85.0%       |
| 1,970                        | 85.5%       |
| 2,370                        | 86.0%       |
| 2,745                        | 86.5%       |
| 3,150                        | 87.0%       |
| 3,585                        | 87.5%       |
| 4,015                        | 88.0%       |
| 4,420                        | 88.5%       |
| 4,825                        | 89.0%       |
| 5,225                        | 89.5%       |
| 5,625                        | 90.0%       |
| 6,035                        | 90.5%       |
| 6,450                        | 91.0%       |

**Table 4B: 2025 Team Payout Grid and Corresponding Base Payout Rate Measurement  
(GDC Payout Rate effective for the Jan. 21, 2026 through Jan. 19, 2027 Compensation Period)**

The Team Payout Grid applies to an Independent Advisor that: (i) is enrolled in a formal team practice with another Independent Advisor; or (ii) has more than one Associate Financial Advisor for which Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise are exempt from this count). For more information, see the AFG Team Payout Grid Policy.

The Minimum Total GDC (in thousands) will be measured between Dec. 25, 2024 and Dec. 23, 2025.

| Minimum Total GDC<br>(000's) | Payout Rate |
|------------------------------|-------------|
| <535                         | 72.0%       |
| 535                          | 74.0%       |
| 600                          | 76.0%       |
| 675                          | 78.0%       |
| 800                          | 80.0%       |
| 925                          | 82.0%       |
| 1,050                        | 84.0%       |
| 1,370                        | 84.5%       |
| 1,750                        | 85.0%       |
| 2,150                        | 85.5%       |
| 2,585                        | 86.0%       |
| 3,000                        | 86.5%       |
| 3,445                        | 87.0%       |
| 3,900                        | 87.5%       |
| 4,370                        | 88.0%       |
| 4,840                        | 88.5%       |
| 5,310                        | 89.0%       |
| 5,750                        | 89.5%       |
| 6,195                        | 90.0%       |
| 6,625                        | 90.5%       |
| 7,000                        | 91.0%       |

**Bonus Payout Grid.** Independent Advisors who qualify for less than a 91% base payout rate on the payout grid have the opportunity to qualify for a bonus payout rate based on the number of financial plans sold and percent of 100k+ clients with a plan, with additional growth metrics. The bonus payout rate will be added to the base payout rate — up to a combined maximum payout rate of 91%.

The financial planning bonus payout rate ranges from 1% to 3%, with a 5% total bonus opportunity based on additional growth metrics. Independent Advisor may qualify for a financial planning bonus payout rate based on Independent Advisor’s percent of 100k+ clients with a financial plan and plan count results during 2025, based on Table 5 for the Jan. 21, 2026 through Jan. 19, 2027 Compensation Period. The 2025 Minimum Plan Count will be measured as of Dec. 25, 2024 through Dec. 23, 2025. The percent of 100k+ clients with a Comprehensive Plan will be measured monthly, and if the minimum requirement is achieved for any month during 2025, then will meet the requirement for Dec. 2025 measurement. Net Flows will be based on total Adjusted Net Flows in 2025 as a percent of prior year Total AUM. Client Acquisition (“CA”) with over \$500k of AUM will be based on the total count of eligible client groups acquired in 2025.

**Table 5A: 2025 Solo Bonus Payout Grid**

The Solo Bonus Payout Grid applies to an Independent Advisor that: (i) is not enrolled in a formal team practice with another Independent Advisor; and (ii) has one or less Associate Financial Advisors for which the Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise Financial are exempt from this count). For more information, see the AFG Solo Payout Grid Policy.

| Percent of 100k+ Clients with Comprehensive Advice |      |      |      |      |
|--|------|------|------|------|
| Minimum Plan Count                                 | <50% | 50%  | 70%  | 90%  |
| <105   | 0%   | 0%   | 1%   | 2%   |
| 105  | 0%   | 1%   | 2%   | 2.5% |
| 145  | 1%   | 2%   | 2.5% | 3%   |
| 190  | 2%   | 2.5% | 3%   | 3%   |
| 230  | 3%   | 3%   | 3%   | 3%   |

| Bonus Growth Metrics                  |       |
|---------------------------------------|-------|
| Net Flows & Client Acquisition (“CA”) | Rate  |
| 5% Net Flows or 5 CA > 500k           | +1.0% |
| 10% Net Flows or 10 CA > 500k         | +2.0% |

**Table 5B: 2025 Team Bonus Payout Grid**

The Team Bonus Payout Grid applies to an Independent Advisor that: (i) is enrolled in a formal team practice with another Independent Advisor; or (ii) has more than one Associate Financial Advisor for which Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise are exempt from this count). For more information, see the AFG Team Payout Grid Policy.

| Percent of 100k+ Clients with Comprehensive Advice |      |      |      |      |
|--|------|------|------|------|
| Minimum Plan Count                                 | <50% | 50%  | 70%  | 90%  |
| <120   | 0%   | 0%   | 1%   | 2%   |
| 120  | 0%   | 1%   | 2%   | 2.5% |
| 170  | 1%   | 2%   | 2.5% | 3%   |
| 220  | 2%   | 2.5% | 3%   | 3%   |
| 280  | 3%   | 3%   | 3%   | 3%   |

| Bonus Growth Metrics                    |       |
|---|-------|
| Net Flows and Client Acquisition ("CA") | Rate  |
| 5% Net Flows or 10 CA > 500k            | +1.0% |
| 10% Net Flows or 15 CA > 500k           | +2.0% |



## **New Independent Advisor Payout Rate**

New Independent Advisors may not have sufficient data to determine GDC Payout Grid results. Therefore, a new Independent Advisor's initial GDC Payout Rate will be determined based on his or her prior affiliation with another company in the financial services industry. A former Employee advisor will have an initial GDC Payout Rate based on their prior production.

The initial GDC Payout Rate for new experienced Independent Advisors with a transferable book of business from another financial services company outside of Ameriprise Financial will have a fixed GDC Payout Rate for a guaranteed term based on several factors, including his or her production at the prior firm (see Table 6A). If the standard GDC Payout Rate is better, as calculated at year-end grid measurement, the better-of GDC Payout Rate may apply for the following compensation year, as specified in the offer letter. When the new Independent Advisor no longer qualifies for a fixed GDC Payout Rate, the GDC Payout Rate will change during the next two-week service period based on the then-current payout grid. The GDC Payout Rate will run through the then-current annual measurement cycle, and thereafter, will be measured every year.

Independent Advisors may be eligible for transitional compensation in the form of an initial loan(s) to assist an Independent Advisor in transferring to the Ameriprise Financial System, as further specified in Exhibit H. The amount of the loan(s) may be based on: (i) the trailing 12-month production generated at an Independent Advisor's prior firm; (ii) the amount of assets under management at Ameriprise Financial on a particular measurement date; and/or (iii) the production generated at Ameriprise Financial by a certain measurement date. Independent Advisor may also be eligible to earn bonuses to help offset loan payments by remaining an Independent Advisor through the date each loan payment is due.

**Table 6A: New Experienced Independent Advisor Compensation Package Considerations**

| <b>T-12 Production</b> | <b>Initial Loan</b> | <b>Total Bonus Opportunities</b> | <b>Initial Fixed Payout Rate</b> |
|------------------------|---------------------|----------------------------------|----------------------------------|
| <b>\$200K – \$350K</b> | 45%                 | 77.5%                            | 87%                              |
| <b>\$350K – \$500K</b> | 50%                 | 87.5%                            | 87%                              |
| <b>\$500K – \$750K</b> | 55%                 | 97.5%                            | 90%                              |
| <b>\$750K – \$1M</b>   | 60%                 | 110%                             | 91%                              |
| <b>\$1M – \$1.5M</b>   | 65%                 | 120%                             | 91%                              |
| <b>\$1.5M+</b>         | 70%                 | 135%                             | 91%                              |

Employees transitioning to an Independent Advisor can only do so on one of two designated dates per year (see Table 6B). An Employee who becomes an Independent Advisor will have his or her initial GDC Payout Rate based on the prior year's GDC Payout Grid. Regardless of the date of transfer during the year, 26 service period Total GDC, 26 service period financial plan count, Net Flows and Client Acquisition as of December of the prior year will be applied to the prior year's grid to determine the Independent Advisor's initial GDC Payout Rate. For example, Employees who transfer in 2025 will have their sales metrics from December of 2024 applied to the 2024 GDC Payout Grid (see Table 7), and Employees who transfer in 2026 will have their sales metrics from December of 2025 applied to the 2025 GDC Payout Grid (see Table 4). The initial GDC Payout Rate will remain in effect until the start of the next compensation period following a year-end grid measurement date when there are 26 service periods of data (including Employee advisor sales results). Employees with less than ten (10) years of service with Ameriprise Financial will have a 15-percentage point payout rate reduction from the rate they would otherwise qualify for as an Independent Advisor. The payout rate reduction will last for a minimum of 52 service periods. If after 52 service periods a minimum of 30% of an Independent Advisor's 26 service period total GDC at the time of transition has been recovered, the payout rate reduction will end; otherwise, the reduction will continue until the 30% has been met. In addition, Employees or field leaders who were subject to a payout rate reduction as an Employee will have that payout rate reduction applied to their GDC Payout Rate as an Independent Advisor until the original term of the payout rate reduction has been met.

**Table 6B: Employee Advisor Transitions**

| <b>Transfer Date</b>      | <b>Sales Metrics Used As Of</b> | <b>Payout Grid Applied</b> |
|---------------------------|---------------------------------|----------------------------|
| <b>March 19, 2025</b>     | December 2024                   | 2024                       |
| <b>September 17, 2025</b> | December 2024                   | 2024                       |

**Table 7A: 2024 Solo Payout Grid and Corresponding Base Payout Rate Measurement  
(GDC Payout Rate effective for the Jan. 22, 2025 through Jan. 20, 2026 Compensation Period)**

The Solo Payout Grid applies to an Independent Advisor that: (i) is not enrolled in a formal team practice with another Independent Advisor; and (ii) has one or less Associate Financial Advisors for which the Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise Financial are exempt from this count). For more information, see the AFG Solo Payout Grid Policy.

The Minimum Total GDC (in thousands) will be measured between Dec. 27, 2023 and Dec. 24, 2024.

| Minimum Total GDC<br>(000's) | Payout Rate |
|------------------------------|-------------|
| <450                         | 72.0%       |
| 450                          | 74.0%       |
| 500                          | 76.0%       |
| 550                          | 78.0%       |
| 640                          | 82.0%       |
| 740                          | 82.0%       |
| 845                          | 84.0%       |
| 1,100                        | 84.5%       |
| 1,420                        | 85.0%       |
| 1,745                        | 85.5%       |
| 2,070                        | 86.0%       |
| 2,395                        | 86.5%       |
| 2,745                        | 87.0%       |
| 3,120                        | 87.5%       |
| 3,495                        | 88.0%       |
| 3,850                        | 88.5%       |
| 4,200                        | 89.0%       |
| 4,550                        | 89.5%       |
| 4,900                        | 90.0%       |
| 5,275                        | 90.5%       |
| 5,650                        | 91.0%       |

**Table 7B: 2024 Team Payout Grid and Corresponding Base Payout Rate Measurement  
(GDC Payout Rate effective for the Jan. 22, 2025 through Jan. 20, 2026 Compensation Period)**

The Team Payout Grid applies to an Independent Advisor that: (i) is enrolled in a formal team practice with another Independent Advisor; or (ii) has more than one Associate Financial Advisor for which Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise are exempt from this count). For more information, see the AFG Team Payout Grid Policy.

The Minimum Total GDC (in thousands) will be measured between Dec. 27, 2023 and Dec. 24, 2024.

| Minimum Total GDC<br>(000's) | Payout Rate |
|------------------------------|-------------|
| <475                         | 72.0%       |
| 475                          | 74.0%       |
| 530                          | 76.0%       |
| 585                          | 78.0%       |
| 690                          | 80.0%       |
| 795                          | 82.0%       |
| 900                          | 84.0%       |
| 1,170                        | 84.5%       |
| 1,495                        | 85.0%       |
| 1,840                        | 85.5%       |
| 2,190                        | 86.0%       |
| 2,540                        | 86.5%       |
| 2,910                        | 87.0%       |
| 3,295                        | 87.5%       |
| 3,680                        | 88.0%       |
| 4,075                        | 88.5%       |
| 4,470                        | 89.0%       |
| 4,845                        | 89.5%       |
| 5,220                        | 90.0%       |
| 5,600                        | 90.5%       |
| 6,000                        | 91.0%       |

**Table 8A: 2024 Solo Bonus Payout Grid**

The Solo Bonus Payout Grid applies to an Independent Advisor that: (i) is not enrolled in a formal team practice with another Independent Advisor; and (ii) has one or less Associate Financial Advisors for which the Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise Financial are exempt from this count). For more information, see the AFG Solo Payout Grid Policy.

| Percent of 100k+ Clients with Comprehensive Advice |      |     |     |     |
|--|------|-----|-----|-----|
| Minimum Plan Count                                 | <40% | 40% | 70% | 90% |
| <100   | 0%   | 0%  | 1%  | 2%  |
| 100  | 0%   | 1%  | 2%  | 3%  |
| 140  | 1%   | 2%  | 3%  | 3%  |
| 180  | 2%   | 3%  | 3%  | 3%  |
| 220  | 3%   | 3%  | 3%  | 3%  |

| Bonus Growth Metrics                  |       |
|---------------------------------------|-------|
| Comprehensive Advice                  | Rate  |
| 20+ Plan Count Growth                 | +1.0% |
| Net Flows & Client Acquisition ("CA") | Rate  |
| 5% Net Flows or 5 CA > 500k           | +0.5% |
| 10% Net Flows or 10 CA > 500k         | +1.0% |

**Table 8B: 2024 Team Bonus Payout Grid**

The Team Bonus Payout Grid applies to an Independent Advisor that: (i) is enrolled in a formal team practice with another Independent Advisor; or (ii) has more than one Associate Financial Advisor for which Independent Advisor is the contracting/employing Independent Advisor (Associate Financial Advisors with less than five (5) years in a selling role at Ameriprise are exempt from this count). For more information, see the AFG Team Payout Grid Policy.

| Percent of 100k+ Clients with Comprehensive Advice |      |     |     |     |
|--|------|-----|-----|-----|
| Minimum Plan Count                                 | <40% | 40% | 70% | 90% |
| <110   | 0%   | 0%  | 1%  | 2%  |
| 110  | 0%   | 1%  | 2%  | 3%  |
| 150  | 1%   | 2%  | 3%  | 3%  |
| 195  | 2%   | 3%  | 3%  | 3%  |
| 250  | 3%   | 3%  | 3%  | 3%  |

| Bonus Growth Metrics                    |       |
|---|-------|
| Comprehensive Advice                    | Rate  |
| 30+ Plan Count Growth                   | +1.0% |
| Net Flows and Client Acquisition ("CA") | Rate  |
| 5% Net Flows or 10 CA > 500k            | +0.5% |
| 10% Net Flows or 15 CA > 500k           | +1.0% |

THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO PERIODICALLY MODIFY THE INDEPENDENT ADVISOR COMPENSATION MODEL AND ALL COMPONENTS OF ANY SUCH MODEL, INCLUDING, FOR EXAMPLE, THE GDC PAYOUT AND PRODUCT RATES, THE METRIC CATEGORIES AND THE PERFORMANCE STANDARDS WITHIN EACH METRIC. WE WILL PROVIDE INDEPENDENT ADVISOR WITH SIXTY (60) DAYS NOTICE OF ANY NONREGULATORY CHANGE THAT REDUCES THE GDC PAYOUT RATE. OTHER CHANGES TO THE GDC PAYOUT RATE WILL BE COMMUNICATED WITH REASONABLE NOTICE TO INDEPENDENT ADVISOR.

New Independent Advisors will have their initial GDC Payout Rates determined as follows:

- Field Leaders will have an initial GDC Payout Rate of 85% as a new Independent Advisor.
- Associate Financial Advisors who have been in the role of Associate Financial Advisor for one year or less (i.e., less than 26 service periods) will have an initial GDC Payout Rate of 80% if they become an Independent Advisor.
- Associate Financial Advisors who have been in the role of Associate Financial Advisor for more than one year (i.e., more than 26 service periods) will have an initial GDC Payout Rate of 85% if they become an Independent Advisor.
- Associate Financial Advisors who become an Independent Advisor and are also the successor of their former contracting/employing Independent Advisor's business may qualify to receive the same GDC Payout Rate as their former contracting/employing Independent Advisor as their initial GDC Payout Rate if: (1) the former contracting/employing Independent Advisor becomes the new Independent Advisor's Associate Financial Advisor in the same service period; and (2) the new Independent Advisor had been contracted/employed by the former Independent Advisor as an Associate Financial Advisor for at least one (1) year.
- New Independent Advisors with no prior experience or who do not meet the required standards will have an initial GDC Payout Rate of 85%.
- During the initial GDC Payout Rate period, if at year-end grid measurement, the standard GDC Payout Rate is higher than the initial GDC Payout Rate, the Independent Advisor will receive the higher GDC Payout Rate as applicable.

**Table 9: Recasting of Table 1 Using the GDC Payout Grid**

In order to provide guidance in evaluating how the GDC Payout Grid affects average individual Independent Advisor compensation, the results in Table 1 have been recast to show the breakout by GDC Payout Rate as shown in Table 9A and Table 9B (below). Table 9A illustrates the breakout based on 2024 GDC Payout Rates (which Independent Advisors qualified for in 2023) and Table 9B illustrates the breakout based on 2025 GDC Payout Rates (which Independent Advisors qualified for in 2024). Table 9A and Table 9B do not include any information for Employee advisors. Table 9A and Table 9B also exclude the 221 Independent Advisors that left the Ameriprise system in 2023, none of which had operated as an Independent Advisor for twelve months or less.

**Table 9A:**

| <b>2024 GDC Payout Rate</b> | <b>% of Advisors in Each Tier</b> | <b>2023 Average Total GDC</b> | <b>2023 Median Total GDC</b> | <b>2023 Average/Median Number of Plans</b> | <b>2023 Average/Median Assets</b> |
|-----------------------------|-----------------------------------|-------------------------------|------------------------------|--|-----------------------------------|
| 72.0%                       | 35.2%                             | 181,873                       | 158,178                      | 15/4                                       | 39/36                             |
| 73.0%                       | 0.6%                              | 292,223                       | 182,085                      | 47/39                                      | 70/44                             |
| 74.0%                       | 0.4%                              | 271,890                       | 164,622                      | 65/57                                      | 52/12                             |
| 75.0%                       | 1.0%                              | 273,316                       | 266,446                      | 33/16                                      | 28/28                             |
| 76.0%                       | 0.4%                              | 93,383                        | 54,343                       | 28/29                                      | 12/3                              |
| 77.5%                       | 4.7%                              | 522,086                       | 528,658                      | 30/24                                      | 90/94                             |
| 78.0%                       | 0.1%                              | 589,052                       | 599,904                      | 107/103                                    | 94/94                             |
| 79.0%                       | 0.0%                              | 95,450                        | 95,450                       | 50/50                                      | 2/2                               |
| 80.0%                       | 4.2%                              | 589,114                       | 601,194                      | 39/30                                      | 103/102                           |
| 81.0%                       | 0.5%                              | 533,658                       | 566,262                      | 68/56                                      | 129/131                           |
| 81.5%                       | 0.2%                              | 108,360                       | 85,150                       | 55/37                                      | 28/4                              |
| 82.0%                       | 3.7%                              | 750,488                       | 727,513                      | 47/44                                      | 117/118                           |
| 82.5%                       | 0.4%                              | 709,953                       | 660,764                      | 62/47                                      | 192/203                           |
| 83.0%                       | 0.7%                              | 822,583                       | 848,411                      | 71/65                                      | 105/108                           |
| 83.5%                       | 0.0%                              | 706,602                       | 706,602                      | 149/149                                    | 228/228                           |
| 84.0%                       | 7.2%                              | 850,541                       | 841,546                      | 49/47                                      | 143/146                           |
| 84.5%                       | 2.4%                              | 1,115,135                     | 1,124,616                    | 55/47                                      | 182/188                           |
| 85.0%                       | 5.7%                              | 984,144                       | 1,033,720                    | 64/60                                      | 168/177                           |
| 85.5%                       | 2.3%                              | 1,401,629                     | 1,397,553                    | 85/94                                      | 237/249                           |
| 86.0%                       | 1.7%                              | 1,305,082                     | 1,304,837                    | 105/123                                    | 213/197                           |
| 86.5%                       | 1.2%                              | 1,574,516                     | 1,636,188                    | 109/114                                    | 263/270                           |
| 87.0%                       | 2.7%                              | 1,047,106                     | 948,403                      | 88/95                                      | 178/156                           |
| 87.5%                       | 1.4%                              | 1,667,626                     | 1,420,896                    | 135/148                                    | 276/271                           |
| 88.0%                       | 2.2%                              | 1,544,416                     | 1,490,518                    | 154/175                                    | 243/225                           |
| 88.5%                       | 1.4%                              | 1,708,818                     | 1,628,168                    | 140/149                                    | 275/254                           |
| 89.0%                       | 1.6%                              | 1,630,353                     | 1,656,167                    | 154/172                                    | 261/255                           |
| 89.5%                       | 1.8%                              | 1,984,772                     | 1,972,572                    | 194/195                                    | 330/308                           |
| 90.0%                       | 2.9%                              | 1,462,126                     | 1,517,600                    | 115/122                                    | 229/210                           |
| 90.5%                       | 1.4%                              | 2,335,239                     | 2,201,636                    | 214/218                                    | 345/332                           |
| 91.0%                       | 12.2%                             | 3,925,602                     | 3,214,070                    | 232/222                                    | 605/494                           |



Table 9B:

| 2025 GDC Payout Rate | % of Advisors in Each Tier | 2024 Average Total GDC | 2024 Median Total GDC | 2024 Average/Median Number of Plans | 2024 Average/Median Assets |
|----------------------|----------------------------|------------------------|-----------------------|-------------------------------------|----------------------------|
| 72.0%                | 35.6%                      | 206,625                | 165,264               | 16/4                                | 36/33                      |
| 73.0%                | 0.6%                       | 280,692                | 273,385               | 50/45                               | 107/83                     |
| 74.0%                | 0.3%                       | 236,965                | 109,402               | 77/92                               | 41/3                       |
| 75.0%                | 0.6%                       | 308,008                | 140,782               | 55/49                               | 23/23                      |
| 76.0%                | 0.1%                       | 344,355                | 344,355               | 136/136                             | 83/83                      |
| 77.0%                | 0.0%                       | 126,678                | 126,678               | 147/147                             | 0/0                        |
| 77.5%                | 0.1%                       | 549,049                | 648,122               | 18/10                               | 37/47                      |
| 78.0%                | 4.6%                       | 619,619                | 636,883               | 38/35                               | 85/84                      |
| 79.0%                | 0.2%                       | 704,733                | 686,699               | 80/88                               | 85/78                      |
| 80.0%                | 4.0%                       | 684,761                | 721,383               | 38/23                               | 99/103                     |
| 81.0%                | 0.6%                       | 642,827                | 700,740               | 55/28                               | 130/158                    |
| 81.5%                | 0.2%                       | 107,135                | 105,397               | 73/66                               | 1/1                        |
| 82.0%                | 3.6%                       | 880,210                | 873,031               | 48/46                               | 115/114                    |
| 82.5%                | 0.6%                       | 833,317                | 854,278               | 37/31                               | 182/177                    |
| 83.0%                | 0.5%                       | 822,786                | 889,676               | 89/67                               | 85/99                      |
| 84.0%                | 6.9%                       | 1,078,576              | 1,063,841             | 52/44                               | 147/145                    |
| 84.5%                | 2.4%                       | 1,390,892              | 1,385,260             | 65/63                               | 179/175                    |
| 85.0%                | 5.1%                       | 1,064,963              | 1,102,213             | 62/51                               | 134/141                    |
| 85.5%                | 1.9%                       | 1,752,226              | 1,771,379             | 95/104                              | 233/242                    |
| 86.0%                | 1.9%                       | 1,511,122              | 1,427,425             | 105/108                             | 194/174                    |
| 86.3%                | 0.1%                       | 1,341,429              | 1,341,429             | 123/123                             | 192/192                    |
| 86.5%                | 1.2%                       | 1,935,136              | 1,742,658             | 124/129                             | 258/246                    |
| 87.0%                | 2.7%                       | 1,167,409              | 1,117,360             | 79/59                               | 141/130                    |
| 87.5%                | 1.6%                       | 1,909,676              | 1,869,762             | 146/153                             | 252/259                    |
| 88.0%                | 1.9%                       | 2,012,646              | 1,885,971             | 152/165                             | 245/199                    |
| 88.5%                | 1.5%                       | 2,015,626              | 1,940,906             | 159/177                             | 247/245                    |
| 89.0%                | 1.8%                       | 2,034,372              | 2,054,995             | 158/185                             | 239/220                    |
| 89.5%                | 1.7%                       | 2,328,840              | 2,177,716             | 207/206                             | 295/280                    |
| 90.0%                | 3.4%                       | 1,817,831              | 1,824,446             | 123/129                             | 202/198                    |
| 90.5%                | 1.3%                       | 2,783,280              | 2,815,675             | 224/232                             | 330/316                    |
| 91.0%                | 13.0%                      | 4,723,053              | 3,776,364             | 240/224                             | 541/450                    |

## **Bonus and Incentive Programs**

**Deferred Compensation:** The Ameriprise Financial Deferred Compensation Program (“Deferred Compensation Program”) allows eligible Independent Advisors to defer a percent of GDC.

**Eligibility:** With respect to each program year (2025 program year runs from Jan. 22, 2025 through Jan. 20, 2026), an Independent Advisor must have a minimum GDC Payout Rate of 78% to be eligible for participation in the program. Eligible Independent Advisors may enroll in the program once each year during open enrollment. New Independent Advisors may become eligible to enroll in the program for the 2026 plan year.

**Table 10: 2024 Annual Deferred Equity Options**

| 2025 GDC Payout Rate | 2025 Deferral Rate Options |
|----------------------|----------------------------|
| 72% – 77%            | 0%                         |
| 78% – 91%            | 2% – 25%                   |

Deferrals are calculated and credited, bi-weekly, to a participant’s deferral account in units based on the market value of the selected investments (options include AMP shares) on the Friday following each service period. If that date falls on a non-business day, deferrals will be calculated and credited on the preceding business day.

**Distributions:** Distributions may be paid in annual installments, over 2 to 10 years, or as a lump sum payment at the participant’s election. A participant may elect to receive distributions in a specific year or upon termination of his or her Franchise Agreement. Note: If a participant elects to receive distributions in a specific year and he or she separates from Ameriprise Financial for any reason other than death or disability and/or his or her Franchise Agreement is terminated, payments will begin in March of the year following such termination. Distribution of account balances invested in the Ameriprise Common Stock Fund will be made in shares; all other account balances are paid in cash.

**Dividends:** If and when dividends are paid on Ameriprise Financial common stock, the share unit account will receive additional deferred share units for the value of the cash dividends as of the dividend payment date.

**Administration Fee:** The Administration Fee (“Admin Fee”) is deducted from the advisory fee amount paid by a client before applying the GDC Payout Rate, as specified in Table 4. The Administration Fee is used to support administration, development and management of the advisory service. Independent Advisors may qualify for a rate reduction of the Administration Fee, based on advisory assets under management (“AUM”) for Advisory Solution (Managed Accounts) and average advisory household AUM at the end of the calendar year. The Admin rate is applied to all fees debited in the subsequent year. Advisory assets are billable securities for which financial advice is provided. See Table 11 for the Admin Fee ranges.

**Table 11: Administration Fee Ranges**

| Account Type         | Admin Fee Range |
|----------------------|-----------------|
| All Managed Accounts | 0.06% – .20%    |

For client household groups with less than \$150,000 (previously \$115,000) in advisory account assets, an annual minimum Administration Fee of \$300 will be applied; there will be no negative gross dealer concession (GDC)

**Risk Management Tiered Compensation:** The Ameriprise Financial Risk Management Tiered Compensation Program supports Independent Advisors who meet the fixed life and disability (“DI”) insurance needs of their clients. Once an Independent Advisor reaches specified time-of-sale gross dealer concession (“TOS GDC”) levels with an individual insurance carrier, the Independent Advisor begins earning additional compensation on subsequent TOS GDC for that carrier — up to 30% of TOS GDC generated on eligible fixed life and disability income insurance in 2025. The measurement period for the Ameriprise Financial Risk Management Tiered Compensation Program is Dec. 25, 2024 through Dec. 23, 2025. Risk Management Tired Compensation payments occur quarterly – in April, July and October 2025, with the final payment in February 2026. The compensation amount equals the compensation percent multiplied by the amount of eligible TOS GDC for the applicable tier as shown in Table 12 (below). Achieving a new payout tier applies the applicable percent rate for that tier only to eligible TOS GDC within that tier (it does not go backwards to the first dollar of TOS GDC).

**Table 12: 2025 Risk Management Tiered Compensation**

| Tier | 2025 Fixed Life & DI Eligible TOS GDC Amount (\$) | 2025 Percent | Number of Independent Advisors Qualifying Based on 2024 Production |
|------|---|--------------|--|
| 1    | 250,000+  | 30%          | 2  |
| 2    | 100,000 – 249,999                                 | 25%          | 3  |
| 3    | 75,000 – 99,999                                   | 20%          | 5  |
| 4    | 50,000 – 74,999                                   | 15%          | 8  |
| 5    | 25,000 – 49,999                                   | 10%          | 31   |
| 6    | 0 – 24,999  | 0%           | 2,669  |

For example, an Independent Advisor that reaches \$150,000 in eligible TOS GDC in 2025, would be paid \$23,750 in tiered compensation.

- 0% on the first \$24,999 (tier 6)
- 10% on the next \$25,000 = \$2,500 (tier 5)
- 15% on the next \$25,000 = \$3,750 (tier 4)
- 20% on the next \$25,000 = \$5,000 (tier 3)
- 25% on the next \$50,000 = \$12,500 (tier 2)

Total Risk Management Tiered Compensation = \$23,750

For examples of GDC calculations, see [Exhibit L](#).

## Ameriprise Financial Business Development Coaching Program

The Ameriprise Financial Business Development Coaching Program is available to all Independent Advisors, free of charge, aimed to help Independent Advisors evolve to the scale of their business, increase the number of collaborative client conversations and upgrade their client experience. An Independent Advisor that joins the Ameriprise Financial Business Development Coaching Program can elect to join one or more of the following focus groups: (1) client acquisition; (2) financial planning; and/or (3) net flows.

Table 13A, Table 13B and Table 13C data, for the period January 1, 2021 through December 31, 2023, covers new Independent Advisors across the U.S. that: (1) enrolled in the Ameriprise Financial Business Development Coaching Program and participated in one or more focus groups.

**Table 13A: 2021, 2022 and 2023 Annual Client Acquisition Growth Rate for Qualifying Independent Advisors Enrolled in the Ameriprise Financial Business Development Coaching Program Client Acquisition Focus Group**

|   | Number of Qualifying Independent Advisors Coached in Client Acquisition Focus Group | Total Clients for Qualifying Independent Advisors in Client Acquisition Focus Group as of Jan. 1 | Total Clients for Qualifying Independent Advisors in Client Acquisition Focus Group as of Dec. 31 | Annual Client Acquisition Growth Rate | Number and Percent of Qualifying Independent Advisors that Met or Exceeded the Annual Growth Rate |
|---|---|--|---|---------------------------------------|---|
| 2021: Ameriprise Financial Independent Advisors | 1,363   | 12,970   | 17,619  | 35.8%                                 | 620 (45%)   |
| 2022: Ameriprise Financial Independent Advisors | 1,217   | 12,655   | 15,108  | 19.4%                                 | 510 (42%)   |
| 2023: Ameriprise Financial Independent Advisors | 1,394   | 16,406   | 17,351  | 5.8%                                  | 547 (39%)   |

**Table 13B: 2021, 2022 and 2023 Annual Financial Planning Growth Rate for Qualifying Independent Advisors Enrolled in the Ameriprise Financial Business Development Coaching Program Financial Planning Focus Group**

|   | Number of Qualifying Independent Advisors Coached in Financial Planning Focus Group | Total Financial Plans for Qualifying Independent Advisors in Financial Planning Focus Group as of Jan. 1 | Total Financial Plans for Qualifying Independent Advisors in Financial Planning Focus Group as of Dec. 31 | Annual Financial Planning Growth Rate | Number and Percent of Qualifying Independent Advisors that Met or Exceeded the Annual Growth Rate |
|---|---|--|---|---------------------------------------|---|
| 2021: Ameriprise Financial Independent Advisors | 1,474   | 43,294   | 52,277  | 20.7%                                 | 373 (25%)   |
| 2022: Ameriprise Financial Independent Advisors | 1,377   | 44,080   | 49,810  | 13.0%                                 | 724 (53%)   |
| 2023: Ameriprise Financial Independent Advisors | 1,458   | 46,857   | 54,753  | 16.9%                                 | 553 (38%)   |

**Table 13C: 2021, 2022 and 2023 Annual Net Flows Growth Rate for Qualifying Independent Advisors Enrolled in the Ameriprise Financial Business Development Coaching Program Net Flows Focus Group**

|   | Number of Qualifying Independent Advisors Coached in Net Flows Focus Group | Total Net Flows for Qualifying Independent Advisors in Net Flows Focus Group as of Jan. 1 | Total Net Flows for Qualifying Independent Advisors in Net Flows Focus Group as of Dec. 31 | Annual Net Flows Growth Rate | Number and Percent of Qualifying Independent Advisors that Met or Exceeded the Annual Growth Rate |
|---|--|---|--|------------------------------|---|
| 2021: Ameriprise Financial Independent Advisors | 904  | \$2.230B  | \$5.245B   | 135.2%                       | 333 (37%)   |
| 2022: Ameriprise Financial Independent Advisors | 809  | \$2.159B  | \$3.873B   | 79.4%                        | 294 (36%)   |
| 2023: Ameriprise Financial Independent Advisors | 809  | \$1.799B  | \$3.005B   | 167%                         | 194 (24%)   |

**NOTES TO TABLE 13A, TABLE 13B AND TABLE 13C:**

1. Table 13A data covers the 2021, 2022 and 2023 annual client acquisition growth rates for Qualifying Independent Advisors coached and enrolled in the Ameriprise Financial Business Development Coaching Program client acquisition focus group from January 1, 2021 through December 31, 2023. Client acquisition is the measure of new clients with \$100,000+ in assets.
2. In the Ameriprise Financial Business Development Coaching Program client acquisition focus group, there were 1,363 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2021. The total number of clients for all 1,363 Qualifying Independent Advisors was 12,970 as of January 1, 2021, and 17,619 as of December 31, 2021. Table 13A does not include any data for 2,858 Independent Advisors that were not coached and enrolled in the Ameriprise Financial Business Development Coaching Program client acquisition focus group for the entire calendar year ending December 31, 2021 or the 133 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2021 (none of which operated as an Independent Advisor for twelve months or less).
3. The 2021 annual client acquisition growth rate for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard annual growth rate formula: the total number of clients for Qualifying Independent Advisors measured in the client acquisition focus group as of January 1, 2021 was subtracted from the total number of clients for the same group as of December 31, 2021, the result was divided by the total number of clients for the same group as of January 1, 2021, before multiplying the subsequent result by 100. Of the 1,363 Qualifying Independent Advisors measured, 620 (45%) Qualifying Independent Advisors met or exceeded the client acquisition focus group 2021 annual client acquisition growth rate of 35.8%.
4. In the Ameriprise Financial Business Development Coaching Program client acquisition focus group, there were 1,217 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2022. The total number of clients for all 1,217 Qualifying Independent Advisors was 12,655 as of January 1, 2022, and 15,108 as of December 31, 2022. Table 13A does not include any data for 2,924 Independent Advisors that were not coached and enrolled in the Ameriprise Financial Business Development Coaching Program client acquisition focus group for the entire calendar year ending December 31, 2022 or the 169 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2022 (none of which operated as an Independent Advisor for twelve months or less).
5. The 2022 annual client acquisition growth rate for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard annual growth rate formula: the total number of clients for Qualifying Independent Advisors measured in the client acquisition focus group as of January 1, 2022 was subtracted from the total number of clients for the same group as of December 31, 2022, the result was divided by the total number of clients for the same group as of January 1, 2022, before multiplying the subsequent result by 100. Of the 1,217 Qualifying Independent Advisors measured, 510 (42%) Qualifying Independent Advisors met or exceeded the client acquisition focus group 2022 annual client acquisition growth rate of 19.4%.



6. In the Ameriprise Financial Business Development Coaching Program client acquisition focus group, there were 1,394 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2023. The total number of clients for all 1,394 Qualifying Independent Advisors was 16,406 as of January 1, 2023, and 17,351 as of December 31, 2023. Table 13A does not include any data for the 2,609 Independent Advisors that were not coached and enrolled in the Ameriprise Financial Business Development Coaching Program client acquisition focus group for the entire calendar year ending December 31, 2023 or the 213 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2023 (none of which operated as an Independent Advisor for twelve months or less).
7. The 2023 annual client acquisition growth rate for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard annual growth rate formula: the total number of clients for Qualifying Independent Advisors measured in the client acquisition focus group as of January 1, 2023 was subtracted from the total number of clients for the same group as of December 31, 2023, the result was divided by the total number of clients for the same group as of January 1, 2023, before multiplying the subsequent result by 100. Of the 1,394 Qualifying Independent Advisors measured, 547 (39%) Qualifying Independent Advisors met or exceeded the client acquisition focus group 2023 annual client acquisition growth rate of 5.8%.
8. The average annual growth rate ("AAGR") for Qualifying Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program client acquisition focus group was calculated with a standard AAGR formula to determine the arithmetic average of the three-years' individual growth rates: the annual growth rate for Qualifying Independent Advisors measured in the client acquisition focus group for the 2021 calendar year was added to the annual growth rates of the same group for the 2022 and 2023 calendar years, the result was divided by the total number of years between 2021-2023 (divided by three for the three years between 2021-2023), before multiplying the subsequent result by 100. During the 3-year period, the AAGR for the client acquisition focus group was 20.3%.
9. Table 13B data covers the 2021, 2022 and 2023 annual financial planning growth rates for Qualifying Independent Advisors coached and enrolled in the Ameriprise Financial Business Development Coaching Program financial planning focus group from January 1, 2021 through December 31, 2023. Financial planning is comprehensive advice provided to clients.
10. In the Ameriprise Financial Business Development Coaching Program financial planning focus group, there were 1,474 Qualifying Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2021. The total number of financial plans for all 1,474 Qualifying Independent Advisors was 43,294 as of January 1, 2021, and 52,277 as of December 31, 2021. Table 13B does not include any data for 2,747 Independent Advisors that were not coached and enrolled in the Ameriprise Financial Business Development Coaching Program financial planning focus group for the entire calendar year ending December 31, 2021 or the 133 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2021 (none of which operated as an Independent Advisor for twelve months or less).
11. The 2021 annual financial planning growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a standard annual growth rate formula: the total number of financial plans for Qualified Independent Advisors measured in the financial planning focus group as of January 1, 2021 was subtracted from the total number of financial plans for the same group as of December 31, 2021, the result was divided by the total number of financial plans for the same group as of January 1, 2021, before multiplying the subsequent result by 100. Of the 1,474 Qualifying Independent Advisors measured, 373 (25%) Qualifying Independent Advisors met or exceeded the financial planning focus group 2021 annual financial planning growth rate of 20.7%.
12. In the Ameriprise Financial Business Development Coaching Program financial planning focus group, there were 1,377 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2022. The total number of financial plans for all 1,377 Qualified Independent Advisors was 44,080 as of January 1, 2022, and 49,810 as of December 31, 2022. Table 13B does not include any data for 2,764 Independent Advisors that were not coached and enrolled in the Ameriprise Financial Business Development and Coaching Program financial planning focus group for the entire calendar year ending December 31, 2022 or the 169 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2022 (none of which operated as an Independent Advisor for twelve months or less).



13. The 2022 annual financial planning growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a standard annual growth rate formula: the total number of financial plans for Qualified Independent Advisors measured in the financial planning focus group as of January 1, 2022 was subtracted from the total number of financial plans for the same group as of December 31, 2022, the result was divided by the total number of financial plans for the same group as of January 1, 2022, before multiplying the subsequent result by 100. Of the 1,377 Qualified Independent Advisors measured, 724 (53%) Qualified Independent Advisors met or exceeded the financial planning focus group 2022 annual financial planning growth rate of 13.0%.
14. In the Ameriprise Financial Business Development Coaching Program financial planning focus group, there were 1,458 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2023. The total number of financial plans for all 1,458 Qualified Independent Advisors was 46,857 as of January 1, 2023, and 54,753 as of December 31, 2023. Table 13B does not include any data for 2,545 Independent Advisors that were not coached and enrolled in the Ameriprise Financial Business Development Coaching Program financial planning focus group for the entire calendar year ending December 31, 2023 or the 213 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2023 (none of which operated as an Independent Advisor for twelve months or less).
15. The 2023 annual financial planning growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a standard annual growth rate formula: the total number of financial plans for Qualified Independent Advisors measured in the financial planning focus group as of January 1, 2023 was subtracted from the total number of financial plans for the same group as of December 31, 2023, the result was divided by the total number of financial plans for the same group as of January 1, 2023, before multiplying the subsequent result by 100. Of the 1,458 Qualified Independent Advisors measured, 553 (38%) Qualified Independent Advisors met or exceeded the financial planning focus group 2023 annual financial planning growth rate of 16.9%.
16. The average annual growth rate ("AAGR") for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program financial planning focus group was calculated with a standard AAGR formula to determine the arithmetic average of the three-years' individual growth rates: the annual financial planning growth rate for Qualified Independent Advisors measured in the financial planning focus group for the 2021 calendar year was added to the annual financial planning growth rates of the same group for the 2022 and 2023 calendar years, the result was divided by the total number of years between 2021-2023 (divided by three for the three years between 2021-2023), before multiplying the subsequent result by 100. During the 3-year period, the AAGR for the financial planning focus group was 16.9%.
17. Table 13C data covers the 2021, 2022 and 2023 annual net flows growth rate for Qualified Independent Advisors coached and enrolled in the Ameriprise Financial Business Development Coaching Program net flows focus group from January 1, 2021 through December 31, 2023. Net flows is the measure of client asset retention.
18. In the Ameriprise Financial Business Development Coaching Program net flows focus group, there were 904 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2021. The year-over-year net flows for all 904 Qualified Independent Advisors was \$2.230B as of January 1, 2021, and \$5.245B as of December 31, 2021. Table 13C does not include any data for 3,317 Independent Advisors that were not coached and enrolled in the Ameriprise Financial Business Development Coaching Program net flows focus group for the entire calendar year ending December 31, 2021 or the 133 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2021 (none of which operated as an Independent Advisor for twelve months or less).
19. The 2021 annual net flows growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard annual growth rate formula: the net flows for Qualified Independent Advisors measured in the net flows focus group as of January 1, 2021 was subtracted from the net flows for the same group as of December 31, 2021, the result was divided by the net flows for the same group as of January 1, 2021, before multiplying the subsequent result by 100. Of the 904 Qualified Independent Advisors measured, 333 (37%) Qualified Independent Advisors met or exceeded the net flows focus group 2021 annual net flows growth rate of 135.2%.

20. In the Ameriprise Financial Business Development Coaching Program net flows focus group, there were 809 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2022. The year-over-year net flows for all 809 Qualified Independent Advisors was \$2.159B as of January 1, 2022, and \$3.873B as of December 31, 2022. Table 13C does not include any data for 3,332 Independent Advisors that were not coached or enrolled in the Ameriprise Financial Business Development Coaching Program net flows focus group for the entire calendar year ending December 31, 2022 or the 169 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2022 (none of which operated as an Independent Advisor for twelve months or less).
21. The 2022 annual net flows growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard annual growth rate formula: the net flows for Qualified Independent Advisors measured in the net flows focus group as of January 1, 2022 was subtracted from the net flows for the same group as of December 31, 2022, the result was divided by the net flows for the same group as of January 1, 2022, before multiplying the subsequent result by 100. Of the 809 Qualified Independent Advisors measured, 294 (36%) Qualified Independent Advisors met or exceeded the net flows focus group 2022 annual net flows growth rate of 79.4%.
22. In the Ameriprise Financial Business Development Coaching Program net flows focus group, there were 809 Qualified Independent Advisors measured who were coached and enrolled for the entire calendar year ending December 31, 2023. The year-over-year net flows for all 809 Qualified Independent Advisors was \$1.799B as of January 1, 2023, and \$3.005B as of December 31, 2023. Table 13C does not include any data for 3,194 Independent Advisors that were not coached or enrolled in the Ameriprise Financial Business Development Coaching Program net flows focus group for the entire calendar year ending December 31, 2023 or the 213 Independent Advisors that left the Ameriprise system in the calendar year ending December 31, 2023 (none of which operated as an Independent Advisor for twelve months or less).
23. The 2023 annual net flows growth rate for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard annual growth rate formula: the net flows for Qualified Independent Advisors measured in the net flows focus group as of January 1, 2023 was subtracted from the net flows for the same group as of December 31, 2023, the result was divided by the net flows for the same group as of January 1, 2023, before multiplying the subsequent result by 100. Of the 809 Qualified Independent Advisors measured, 194 (24%) Qualified Independent Advisors met or exceeded the net flows focus group 2023 annual net flows growth rate of 167%.
24. The average annual growth rate ("AAGR") for Qualified Independent Advisors measured in the Ameriprise Financial Business Development Coaching Program net flows focus group was calculated with a standard AAGR formula to determine the arithmetic average of the three-years' individual growth rates: the annual net flows growth rate for Qualified Independent Advisors measured in the net flows focus group for the 2021 calendar year was added to the annual net flows growth rates of the same group for the 2022 and 2023 calendar years, the result was divided by the total number of years between 2021-2023 (divided by three for the three years between 2021-2023), before multiplying the subsequent result by 100. During the 3-year period, the AAGR for the net flows focus group was 127.2%.

## Ameriprise Financial Wealth Management Solutions Consulting Program

The Ameriprise Financial Wealth Management Solutions Consulting Program is available to all Independent Advisors. It includes the Wealth Management Solutions (“WMS”) Team that works together with Independent Advisors to help them evolve to the scale of their business, meet their clients’ goals and unique needs – all while achieving the goals within their Independent Financial Advisor Business. The solutions and strategies of the WMS Team help Independent Advisors to build and deepen client relationships through advanced strategies and innovative products that upgrade the overall client experience.

**Table 14: 2023 Average Annual Growth Rate for Independent Advisors Enrolled in the Ameriprise Financial Wealth Management Solutions Consulting Program Net Flows Focus Group**

|   | Number of Independent Advisors Considered | Total Net Flows for Independent Advisors for Year Ending Dec. 31, 2023 | Average Net Flows for Independent Advisors for Year Ending Dec. 31, 2023 | Median Net Flows for Independent Advisors for Year Ending Dec. 31, 2023 | Number and Percent of Independent Advisors that Met or Exceeded the Average |
|---|---|--|--|---|---|
| Independent Advisors (Highly Contacted)     | 613                                       | \$3.8B   | \$6.2M   | \$1.8M  | 161 (26%)   |
| Independent Advisors (Not Highly Contacted) | 3,568                                     | \$9.6B   | \$2.7M   | \$328,000   | 1,046 (29%)   |

### NOTES TO TABLE 14:

1. Table 14 data covers the average annual net flows growth rate for Independent Advisors between January 1, 2023 and December 31, 2023. Net flows is the measure of client asset retention.
2. There were 613 Independent Advisors enrolled in the Ameriprise Financial Wealth Management Solutions Consulting Program (“Independent Advisors (Highly Contacted)”) for the entire calendar year ending December 31, 2023. The total net flows for all 613 Independent Advisors (Highly Contacted) was \$3.8B, and the average net flows per Independent Advisor (Highly Contacted) was \$6.2M.
3. The average annual growth rate (“AAGR”) for Independent Advisors (Highly Contacted) was calculated with a standard AAGR formula: the total number of net flows for Independent Advisors (“Highly Contacted”) measured in the net flows focus group as of December 31, 2023 was divided by the total number of net flows for the same group as of January 1, 2023, the result was subtracted by one, before multiplying the subsequent result by 100. Of the 613 Independent Advisors (“Highly Contacted”) measured, 161 (26%) Independent Advisors (Highly Contacted) met or exceeded the average annual financial planning growth rate of \$6.2M.
4. There were 3,568 Independent Advisors who did not enroll in the Ameriprise Financial Wealth Management Solutions Consulting Program (“Independent Advisors (Not Highly Contacted)”) for the entire calendar year ending December 31, 2023. The total net flows for all 3,568 not highly contacted Independent Advisors was \$9.6B, and the average net flows per not highly contacted Independent Advisor was \$2.7M.
5. The average annual growth rate (“AAGR”) for Independent Advisors (Not Highly Contacted) measured was calculated with a standard AAGR formula: the total number of net flows for Independent Advisors (Not Highly Contacted) measured in the net flows focus group as of December 31, 2023 was divided by the total number of net flows for the same group as of January 1, 2023, the result was subtracted by one, before multiplying the subsequent result by 100. Of the 3,568 Independent Advisors (Not Highly Contacted) measured, 1,046 (29%) Independent Advisors (Not Highly Contacted) met or exceeded the average annual financial planning growth rate of \$2.7M.

## Ameriprise Financial GDC 5-Year Compound Annual Growth Rate

The information in this section covers the compound annual growth rate (“CAGR”) of GDC over a 5-year period from December 31, 2019 through December 31, 2024 (“5-Year Period”) for three groups of Ameriprise Financial advisors: (1) “All Advisors”, which includes all Ameriprise Financial Independent Advisors, Employees, Associate Financial Advisors, Corporate Staff and AFIG advisors across the U.S.; (2) “Employee & Independent Advisors”, which includes all Ameriprise Financial Employee and Independent Advisors across the U.S.; and (3) “Independent Advisors”, which includes all Ameriprise Financial Independent Advisors across the U.S. GDC is the gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC.

The CAGR disclosed below for each advisor group was calculated with a standard CAGR formula: the average GDC per advisor as of December 31, 2024 was divided by the average GDC per advisor as of December 31, 2019, the result was raised to the inverse number of years between 2019-2024 (exponent of one divided by five for the five years between 2019-2024), before subtracting the subsequent result by one.

For the All Advisors group, the average number of advisors in operation for the calendar year ending December 31, 2019 was 9,901, and the average number of advisors in operation for the calendar year ending December 31, 2024 was 10,397. During the 5-Year Period, the CAGR of GDC for the All Advisors group was 8%.

For the Employee & Independent Advisors group, the average number of advisors in operation for the calendar year ending December 31, 2019 was 6,276, and the average number of advisors in operation for the calendar year ending December 31, 2024 was 5,662. During the 5-Year Period, the CAGR of GDC for the Employee & Independent Advisors group was 11%.

For the Independent Advisors group, the average number of advisors in operation for the calendar year ending December 31, 2019 was 4,407, and the average number of advisors in operation for the calendar year ending December 31, 2024 was 3,927. During the 5-Year Period, the CAGR of GDC for the Independent Advisors group was 11%.

## Ameriprise Financial GDC 5-Year Compound Annual Growth Rate of Top and Bottom 20%

The information in this section covers the CAGR of GDC over a 5-year period from December 31, 2019 through December 31, 2024 (“5-Year Period”) for the top and bottom 20% of two groups of Ameriprise Financial advisors: (1) Qualifying Employee & Independent Advisors; and (2) Qualifying Independent Advisors. GDC is the gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC.

For purposes of this section, “Qualifying Employee & Independent Advisors” consists of 4,631 advisors that are a subset of the Employee & Independent Advisors who: (1) were active in the System as of December 31, 2024; (2) had assets under management as of December 31, 2024; (3) had GDC in both 2019 and 2024; and (4) operated continuously during the 5-Year Period.

For purposes of this section, “Qualifying Independent Advisors” consists of 3,511 advisors that are a subset of the Independent Advisors who: (1) were active in the System as of December 31, 2024; (2) had assets under management as of December 31, 2024; (3) had GDC in both 2019 and 2024; and (4) operated continuously during the 5-Year Period.

The top 20% of the Qualifying Employee & Independent Advisors group and the Qualifying Independent Advisors group were those advisors whose assets under management (“AUM”) fell in the top 20% of each advisor group. The bottom 20% of the Qualifying Employee & Independent Advisors group and the Qualifying Independent Advisors group were those advisors whose AUM fell in the bottom 20% of each advisor group.

The CAGR for the top and bottom 20% of the Qualifying Employee & Independent Advisors group and the Qualifying Independent Advisors group disclosed below was calculated with a standard CAGR formula: the average GDC per advisor as of December 31, 2024 was divided by the average GDC per advisor as of December 31, 2019, the result was raised to the inverse number of years between 2019-2024 (exponent of one divided by five for the five years between 2019-2024), before subtracting the subsequent result by one.

During the 5-Year Period, there were 926 advisors in the top 20% of the Qualifying Employee & Independent Advisors group and the CAGR of GDC for such advisors was 13%. During the 5-Year Period, there were 928 advisors in the bottom 20% of the Qualifying Employee & Independent Advisors group and the CAGR of GDC for such advisors was (9%).



During the 5-Year Period, there were 702 advisors in the top 20% of the Qualifying Independent Advisors group and the CAGR of GDC for such advisors was 12%. During the 5-Year Period, there were 703 advisors in the bottom 20% of the Qualifying Independent Advisors group and the CAGR of GDC for such advisors was (15%).

**Table 15: 2020-2022 AUM Ramp Up of Independent Advisors Versus Industry**

In March 2024, we participated in a third-party study conducted by McLagan Data & Analytics, a product of Aon, a leading global professional service firm (“McLagan”). In addition to Ameriprise Financial, six other financial service firms also participated in the study, the names of which are available upon request (collectively with Ameriprise Financial, “Participating Firms”). As part of the study, all Participating Firms agreed to provide McLagan with specific data related to all franchised, licensed or affiliated financial advisors that joined the Participating Firms from other firms in 2020, 2021 and 2022 (“Recruits”). This study did not include among Recruits any financial advisors directly employed by the Participating Firms.

Data provided to McLagan on Recruits included: (1) the value of a Recruits’ assets under management at the prior firm at the time a Recruit left the prior firm (“Recruited AUM”); (2) the value of a Recruits’ assets under management after a full 12 months after they joined the Participating Firm (“12 Month AUM”); and (3) the value of a Recruits’ assets under management after a full 24 months after they joined the Participating Firm (“24 Month AUM”).

Based on the data provided by the Participating Firms, McLagan published a confidential study that concluded Ameriprise had the highest median 12 Month AUM and 24 Month AUM as a percent of the same Recruits’ Recruited AUM when compared to the other six Participating Firms, and therefore, Ameriprise Financial Recruits ramped up faster than the other Participating Firms:

| Rankings <sup>6</sup>      |                                  |                                   |
|----------------------------|----------------------------------|-----------------------------------|
|                            | Months 1-12 Ranking <sup>4</sup> | Months 13-24 Ranking <sup>5</sup> |
| 2020 Recruits <sup>1</sup> | 1 (of 7)                         | 1 (of 7)                          |
| 2021 Recruits <sup>2</sup> | 1 (of 7)                         | 1 (of 7)                          |
| 2022 Recruits <sup>3</sup> | 1 (of 7)                         | —                                 |

**NOTES TO TABLE 15:**

1. 2020 Recruits joined the Participating Firms in the 2020 calendar year.
2. 2021 Recruits joined the Participating Firms in the 2021 calendar year.
3. 2022 Recruits joined the Participating Firms in the 2022 calendar year.
4. In determining the Months 1-12 ranking for all Participating Firms, McLagan calculated each Recruit’s 12 Month AUM as a percent of their Recruited AUM. The median of these percentages for Recruits from each of the seven Participating Firms was compared against the median of other Participating Firms. For the 2022 calendar year, the median 12 Month AUM was 84% for Ameriprise Financial Recruits and 72% for the other Participating Firms.
5. In determining the Months 13-24 ranking for all Participating Firms, McLagan calculated each Recruit’s 24 Month AUM as a percent of their Recruited AUM. The median of these percentages for Recruits from each of the seven Participating Firms was compared against the median of other Participating Firms.
6. In all years, Recruits were only counted for periods where they remained at the Participating Firm for the full period of time after their recruitment. For example, if a Recruit joined a Participating Firm in 2020 and left the Participating Firm after 13 months, that Recruit’s data would be included with the 2020 Recruits for Months 1-12, but not included in Months 13-24.

## 2020 and 2021 Revenue Multiples for Sales of Ameriprise Financial Independent Financial Advisor Businesses Versus Industry

Table 16 discloses average gross revenue multiples (the ratio resulting from the sale price of the business divided by gross revenue attributed to “recurring revenue”) on sales of certain Ameriprise Financial Independent Financial Advisor Businesses occurring in 2020 and 2021, and then compares these averages to certain 2020 and 2021 sales of non-Ameriprise Financial advisor businesses. For purposes of the comparison, we included only a limited number of Ameriprise Financial Independent Financial Advisor Business sales (“data set”). We considered only sales of full Ameriprise Financial Independent Financial Advisor Businesses occurring during calendar year 2020 and 2021 for which we had access to complete revenue data and sale price information. We excluded from the data set all sales for which we received incomplete data or which involved an abnormal (defined below) transaction structure. Finally, we excluded from the data set any partial sales of a business.

In 2020 and 2021, 127 Independent Advisors sold the entirety of the Ameriprise Financial Independent Financial Advisor Business to a new owner. Of the 127 sales, 11 sales were excluded because they involved an abnormal transaction structure or we did not have access to complete revenue data and sales price information for the sale. As a result, we included 116 sales in the data out of a total of 127 Independent Financial Advisor Business sales.

The data in Table 16 regarding sales of non-Ameriprise Financial advisor businesses is taken from a study that Succession Resource Group prepared for us (“Study”). Succession Resource Group reviewed data from all non-Ameriprise Financial advisor business sales in 2020 and 2021, but of these 366 sales, excluded 228 for which it had incomplete data or which involved an abnormal transaction structure.

Table 16 discloses the comparison of average gross revenue multiples for sales of Ameriprise Financial Independent Financial Advisor Businesses versus sales of industry sample group (non-Ameriprise Financial advisor) businesses, based on data for “recurring revenue” of the businesses involved.

**Table 16: 2020 and 2021 Revenue Multiples for Sales of Ameriprise Financial Independent Financial Advisor Businesses Versus Industry**

|  | Number of Independent Financial Advisor Business Sales Considered | 2020/2021 Average Gross Revenue Multiple (Recurring Revenue) | 2017/2018 Average Gross Revenue Multiple (Recurring Revenue) | 2013 Average Gross Revenue Multiple (Recurring Revenue) |
|--|---|--|--|---|
| Sales of Ameriprise Financial Independent Financial Advisor Businesses | 116   | 3.20   | 3.10   | 2.49  |
| Sales of Industry Sample Group Businesses (non-Ameriprise Financial)   | 138   | 2.54   | 2.61   | 2.34  |

### NOTES TO TABLE 16:

1. “Abnormal” transaction structure means a situation in which the sale of an Ameriprise Financial Independent Financial Advisor Business constituted part of a larger transaction (e.g., a deal involving assumption of a lease, the sale of office furniture or the sale of real estate).
2. “Gross revenue” means the total gross revenue paid to either the Ameriprise Financial Independent Financial Advisor Business or the non-Ameriprise Financial advisor business, net of any fees charged by a broker-dealer or custodian.
3. “Gross revenue multiple” means the sale price of the business (either the Ameriprise Financial Independent Financial Advisor Business or the non-Ameriprise Financial advisor business), divided by the “gross revenue” of that business.
4. “Median” means the gross revenue value for which there are an equal number of higher and lower gross revenue values in the applicable data set.
5. “Non-recurring revenue” means gross revenue paid to the business for a single transaction (e.g., a commission earned on an annuity sale that does not repeat on a periodic basis).
6. “Recurring revenue” means gross revenue paid to the business on an ongoing basis, typically annually (e.g., trail commissions earned on a mutual fund sale).



7. Succession Resource Group is a third party, which Ameriprise Financial engaged to conduct the Study.
8. The figures cited in Table 16 for non-Ameriprise Financial advisor businesses is based on data provided by Succession Resource Group in the Study. This data does reflect the operating history of Ameriprise Financial Independent Advisor Businesses.
9. The figures cited in Table 16 are a retrospective analysis only.
10. Based on the figures cited in Table 16, Ameriprise Financial Independent Financial Advisor Businesses on average have a 26% higher multiple of recurring revenue than the sales of non-Ameriprise Financial advisor businesses.

## Practice Growth by Month 24 Based on GDC of Ameriprise Financial Independent Advisors

Table 17A and Table 17B represents actual GDC data from individual Independent Advisors' first 24 months as Ameriprise Financial Independent Advisors, who joined the firm between September 1, 2019 and March 1, 2023. Table 17A discloses Independent Advisors with the highest practice growth by month 24 based on GDC and Table 17B discloses Independent Advisors with the lowest practice growth by month 24 based on GDC.

**Table 17A: Ameriprise Financial Independent Advisors with the Highest Practice Growth by Month 24 Based on GDC\***

| A          | B                             | C                       | D                   | E             | F                         |
|------------|-------------------------------|-------------------------|---------------------|---------------|---------------------------|
| Advisor    | Percent of Growth by Month 24 | Total GDC by Month 24** | Recruited Total GDC | Recruited AUM | Percent of Actual Ramp Up |
| Advisor 1  | 123%                          | \$1,184,756             | \$531,294           | \$68,394,730  | 223%                      |
| Advisor 2  | 123%                          | \$1,050,608             | \$471,888           | \$39,733,863  | 223%                      |
| Advisor 3  | 103%                          | \$2,425,524             | \$1,192,960         | \$11,341,751  | 203%                      |
| Advisor 4  | 92%                           | \$786,134               | \$408,815           | \$32,953,157  | 192%                      |
| Advisor 5  | 81%                           | \$3,638,189             | \$2,010,208         | \$203,866,631 | 181%                      |
| Advisor 6  | 73%                           | \$1,319,930             | \$763,469           | \$113,294,970 | 173%                      |
| Advisor 7  | 69%                           | \$975,660               | \$576,300           | \$114,824,258 | 169%                      |
| Advisor 8  | 66%                           | \$1,171,275             | \$705,293           | \$68,710,269  | 166%                      |
| Advisor 9  | 66%                           | \$1,056,706             | \$635,437           | \$87,780,717  | 166%                      |
| Advisor 10 | 64%                           | \$419,752               | \$233,499           | \$27,650,000  | 164%                      |
| Advisor 11 | 55%                           | \$1,538,036             | \$992,603           | \$83,036,270  | 155%                      |
| Advisor 12 | 55%                           | \$1,532,072             | \$986,621           | \$84,335,832  | 155%                      |
| Advisor 13 | 52%                           | \$807,496               | \$530,276           | \$59,286,201  | 152%                      |
| Advisor 14 | 52%                           | \$429,328               | \$256,000           | \$25,600,000  | 152%                      |
| Advisor 15 | 47%                           | \$1,342,984             | \$915,084           | \$65,220,576  | 147%                      |
| Advisor 16 | 37%                           | \$2,106,305             | \$1,541,835         | \$200,332,390 | 137%                      |
| Advisor 17 | 37%                           | \$571,954               | \$415,980           | \$66,377,246  | 137%                      |
| Advisor 18 | 35%                           | \$935,430               | \$690,514           | \$82,565,578  | 135%                      |
| Advisor 19 | 31%                           | \$1,155,057             | \$880,213           | \$111,195,365 | 131%                      |
| Advisor 20 | 31%                           | \$743,916               | \$566,959           | \$94,481,762  | 131%                      |
| Advisor 21 | 31%                           | \$513,988               | \$391,364           | \$55,546,501  | 131%                      |
| Advisor 22 | 30%                           | \$485,714               | \$372,876           | \$112,358,706 | 130%                      |
| Advisor 23 | 29%                           | \$2,151,064             | \$1,661,704         | \$200,156,936 | 129%                      |
| Advisor 24 | 27%                           | \$1,233,832             | \$967,944           | \$87,158,580  | 127%                      |

**Table 17B: Ameriprise Financial Independent Advisors with the Lowest Practice Growth by Month 24 Based on GDC\***

| A          | B                             | C                       | D                   | E             | F                         |
|------------|-------------------------------|-------------------------|---------------------|---------------|---------------------------|
| Advisor    | Percent of Growth by Month 24 | Total GDC by Month 24** | Recruited Total GDC | Recruited AUM | Percent of Actual Ramp Up |
| Advisor 1  | -42%                          | \$699,509               | \$1,213,511         | \$186,727,307 | 58%                       |
| Advisor 2  | -43%                          | \$787,666               | \$1,378,613         | \$177,778,417 | 57%                       |
| Advisor 3  | -44%                          | \$255,541               | \$452,777           | \$42,465,700  | 56%                       |
| Advisor 4  | -45%                          | \$301,494               | \$551,926           | \$87,293,126  | 55%                       |
| Advisor 5  | -47%                          | \$286,957               | \$541,762           | \$53,126,450  | 53%                       |
| Advisor 6  | -48%                          | \$425,970               | \$823,534           | \$35,599,816  | 52%                       |
| Advisor 7  | -49%                          | \$229,225               | \$451,311           | \$40,962,154  | 51%                       |
| Advisor 8  | -53%                          | \$139,762               | \$296,441           | \$42,728,267  | 47%                       |
| Advisor 9  | -55%                          | \$380,148               | \$850,665           | \$214,494,140 | 45%                       |
| Advisor 10 | -56%                          | \$357,413               | \$813,732           | \$80,373,248  | 44%                       |
| Advisor 11 | -56%                          | \$407,259               | \$935,686           | \$96,726,115  | 44%                       |
| Advisor 12 | -59%                          | \$299,280               | \$738,605           | \$151,218,979 | 41%                       |
| Advisor 13 | -63%                          | \$186,016               | \$500,000           | \$50,000,000  | 37%                       |
| Advisor 14 | -64%                          | \$386,801               | \$1,070,000         | \$107,000,000 | 36%                       |
| Advisor 15 | -65%                          | \$119,622               | \$343,964           | \$53,672,408  | 35%                       |
| Advisor 16 | -65%                          | \$404,306               | \$1,154,842         | \$95,468,946  | 35%                       |
| Advisor 17 | -67%                          | \$400,770               | \$1,199,850         | \$129,910,857 | 33%                       |
| Advisor 18 | -68%                          | \$87,962                | \$274,706           | \$27,470,600  | 32%                       |
| Advisor 19 | -69%                          | \$401,347               | \$1,276,673         | \$90,986,488  | 31%                       |
| Advisor 20 | -76%                          | \$129,769               | \$530,550           | \$66,715,393  | 24%                       |
| Advisor 21 | -76%                          | \$98,263                | \$414,104           | \$45,342,988  | 24%                       |
| Advisor 22 | -82%                          | \$64,762                | \$350,795           | \$20,888,024  | 18%                       |
| Advisor 23 | -82%                          | \$431,062               | \$2,441,551         | \$393,141,700 | 18%                       |
| Advisor 24 | -86%                          | \$104,473               | \$723,082           | \$72,308,200  | 14%                       |

\*Table 17A and Table 17B data covers Ameriprise Financial Independent Advisors across the U.S. that: (1) previously worked at another company in the financial services industry;(2) became an Independent Advisor between September 1, 2019 and March 1, 2023; (3) have been operating as an Independent Advisor for at least 24 months as of March 1, 2025; and (4) had a minimum of \$300,000 in Total GDC at their prior firm from the prior 12 months. Table 17A includes information on the 24 highest performing of these Independent Advisors and Table 17B includes information on the 24 lowest performing of these Independent Advisors, as compared to their Total GDC at their prior firms.

\*\*Consists of Time-of-Sale GDC and Trail GDC.

**NOTES TO TABLE 17A AND TABLE 17B:**

1. Independent Advisors may have purchased or sold practices as part of their GDC sales volume, however, these are not accounted for in Table 17A or Table 17B. In addition, product mix is specific to each individual Independent Advisor and may vary among Independent Advisors; the product mix of a new Independent Advisor may differ from the product mix of an experienced Independent Advisor. This difference in product mix will cause earnings to differ because different products have different GDC rates, which, in turn, affects an Independent Advisor's gross income. Ameriprise Financial's average product mix (based on Independent Advisor national data) is illustrated in Table 2 (above).

2. A description of the specific columns, which make up Table 17A and Table 17B are as follows:

Description of Table 17A and Table 17B:

- Column A: Advisor – An individual Independent Advisor that meets the qualifications specified in the Notes to Table 17A and Table 17B section (above).
- Column B: Percent of Growth by Month 24 – The percent of growth achieved by the Independent Advisor's 24th month as an Ameriprise Financial Independent Advisor that exceeds the Independent Advisor's Recruited Total GDC.
- Column C: Total GDC by Month 24 – The total gross dealer concession amount generated from new business, also known as Time-of-Sale GDC and Trail GDC, by the Independent Advisor's 24th month as an Ameriprise Financial Independent Advisor.
- Column D: Recruited Total GDC – The total gross dealer concession amount at the time of the Independent Advisor's recruitment.
- Column E: Recruited AUM – The amount of assets under management at the time of the Independent Advisor's recruitment.
- Column F: Percent of Actual Ramp Up – The percent of actual ramp up growth achieved by the Independent Advisor's 24th month as an Ameriprise Financial Independent Advisor, as compared to the Independent Advisor's Recruited Total GDC.

**Some Independent Advisors have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.**

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations, either orally or in writing. If you receive any other financial performance information or projections of your future income, you should report it to: Ameriprise Financial's Franchise Operations at 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, 612-671-5262, [ufocandfddquestions@ampf.com](mailto:ufocandfddquestions@ampf.com); the Federal Trade Commission; and the appropriate state regulatory agencies.

**ITEM 20**  
**LIST OF OUTLETS AND FRANCHISE INFORMATION**

**TABLE 1: SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2022, 2023 AND 2024**

| Outlet Type   | Year | Outlets at Start of Year | Outlets at End of Year | Net Change |
|---------------|------|--------------------------|------------------------|------------|
| Franchised    | 2022 | 4233                     | 4141                   | -92        |
|               | 2023 | 4144                     | 4003                   | -130       |
|               | 2024 | 3959                     | 3855                   | -104       |
| Company-Owned | 2022 | 1757                     | 1747                   | -10        |
|               | 2023 | 1706                     | 1751                   | 45         |
|               | 2024 | 1682                     | 1723                   | 41         |
| Total Outlets | 2022 | 5990                     | 5885                   | 102        |
|               | 2023 | 5839                     | 5754                   | -85        |
|               | 2024 | 5641                     | 5578                   | -63        |

**NOTES TO TABLE 1:**

1. Table 1 includes outlets in our Ameriprise Financial Institutions Group (“AFIG”).

**TABLE 2: TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2022, 2023 AND 2024**

| State                | Year | Number of Transfers |
|----------------------|------|---------------------|
| Alabama              | 2022 | 3                   |
|                      | 2023 | 5                   |
|                      | 2024 | 5                   |
| Alaska               | 2022 | -1                  |
|                      | 2023 | 0                   |
|                      | 2024 | 1                   |
| Arizona              | 2022 | 9                   |
|                      | 2023 | 11                  |
|                      | 2024 | 5                   |
| Arkansas             | 2022 | 6                   |
|                      | 2023 | 2                   |
|                      | 2024 | 3                   |
| California           | 2022 | 42                  |
|                      | 2023 | 45                  |
|                      | 2024 | 32                  |
| Colorado             | 2022 | 9                   |
|                      | 2023 | 5                   |
|                      | 2024 | 4                   |
| Connecticut          | 2022 | 15                  |
|                      | 2023 | 18                  |
|                      | 2024 | 15                  |
| Delaware             | 2022 | 1                   |
|                      | 2023 | 1                   |
|                      | 2024 | 2                   |
| District of Columbia | 2022 | 0                   |
|                      | 2023 | 0                   |
|                      | 2024 | 0                   |

| State         | Year | Number of Transfers |
|---------------|------|---------------------|
| Florida       | 2022 | 32                  |
|               | 2023 | 33                  |
|               | 2024 | 27                  |
| Georgia       | 2022 | 10                  |
|               | 2023 | 17                  |
|               | 2024 | 7                   |
| Hawaii        | 2022 | 3                   |
|               | 2023 | 10                  |
|               | 2024 | 3                   |
| Idaho         | 2022 | 3                   |
|               | 2023 | 0                   |
|               | 2024 | 3                   |
| Illinois      | 2022 | 13                  |
|               | 2023 | 17                  |
|               | 2024 | 16                  |
| Indiana       | 2022 | 9                   |
|               | 2023 | 11                  |
|               | 2024 | 13                  |
| Iowa          | 2022 | 18                  |
|               | 2023 | 12                  |
|               | 2024 | 9                   |
| Kansas        | 2022 | 4                   |
|               | 2023 | 3                   |
|               | 2024 | 5                   |
| Kentucky      | 2022 | 5                   |
|               | 2023 | 8                   |
|               | 2024 | 9                   |
| Louisiana     | 2022 | 5                   |
|               | 2023 | 5                   |
|               | 2024 | 1                   |
| Maine         | 2022 | 5                   |
|               | 2023 | 4                   |
|               | 2024 | 5                   |
| Maryland      | 2022 | 6                   |
|               | 2023 | 14                  |
|               | 2024 | 14                  |
| Massachusetts | 2022 | 26                  |
|               | 2023 | 18                  |
|               | 2024 | 19                  |
| Michigan      | 2022 | 24                  |
|               | 2023 | 28                  |
|               | 2024 | 14                  |
| Minnesota     | 2022 | 51                  |
|               | 2023 | 46                  |
|               | 2024 | 37                  |
| Mississippi   | 2022 | 3                   |
|               | 2023 | 1                   |
|               | 2024 | 1                   |



| State          | Year | Number of Transfers |
|----------------|------|---------------------|
| Missouri       | 2022 | 12                  |
|                | 2023 | 10                  |
|                | 2024 | 12                  |
| Montana        | 2022 | 6                   |
|                | 2023 | 2                   |
|                | 2024 | 3                   |
| Nebraska       | 2022 | 6                   |
|                | 2023 | 7                   |
|                | 2024 | 4                   |
| Nevada         | 2022 | 1                   |
|                | 2023 | 1                   |
|                | 2024 | 4                   |
| New Hampshire  | 2022 | 9                   |
|                | 2023 | 13                  |
|                | 2024 | 11                  |
| New Jersey     | 2022 | 22                  |
|                | 2023 | 19                  |
|                | 2024 | 21                  |
| New Mexico     | 2022 | 0                   |
|                | 2023 | 1                   |
|                | 2024 | 2                   |
| New York       | 2022 | 44                  |
|                | 2023 | 29                  |
|                | 2024 | 29                  |
| North Carolina | 2022 | 15                  |
|                | 2023 | 5                   |
|                | 2024 | 10                  |
| North Dakota   | 2022 | 1                   |
|                | 2023 | 0                   |
|                | 2024 | 1                   |
| Ohio           | 2022 | 28                  |
|                | 2023 | 25                  |
|                | 2024 | 22                  |
| Oklahoma       | 2022 | 4                   |
|                | 2023 | 1                   |
|                | 2024 | 6                   |
| Oregon         | 2022 | 7                   |
|                | 2023 | 8                   |
|                | 2024 | 12                  |
| Pennsylvania   | 2022 | 35                  |
|                | 2023 | 20                  |
|                | 2024 | 33                  |
| Rhode Island   | 2022 | 2                   |
|                | 2023 | 6                   |
|                | 2024 | 2                   |
| South Carolina | 2022 | 9                   |
|                | 2023 | 8                   |
|                | 2024 | 10                  |

| State         | Year | Number of Transfers |
|---------------|------|---------------------|
| South Dakota  | 2022 | 3                   |
|               | 2023 | 0                   |
|               | 2024 | 5                   |
| Tennessee     | 2022 | 12                  |
|               | 2023 | 10                  |
|               | 2024 | 11                  |
| Texas         | 2022 | 39                  |
|               | 2023 | 41                  |
|               | 2024 | 39                  |
| Utah          | 2022 | 2                   |
|               | 2023 | 1                   |
|               | 2024 | 4                   |
| Vermont       | 2022 | 0                   |
|               | 2023 | 1                   |
|               | 2024 | 2                   |
| Virginia      | 2022 | 13                  |
|               | 2023 | 16                  |
|               | 2024 | 11                  |
| Washington    | 2022 | 18                  |
|               | 2023 | 19                  |
|               | 2024 | 15                  |
| West Virginia | 2024 | 9                   |
|               | 2023 | 1                   |
|               | 2022 | 3                   |
| Wisconsin     | 2022 | 10                  |
|               | 2023 | 17                  |
|               | 2024 | 15                  |
| Wyoming       | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| TOTALS        | 2022 | 610                 |
|               | 2023 | 584                 |
|               | 2024 | 536                 |

#### NOTES TO TABLE 2:

1. Table 2 reflects only full franchise transfers and does not include partial franchise transfers or individual client account transfers.
2. Independent Advisors may receive from Ameriprise Financial, a bonus of up to \$20,000 or a referral fee of \$1,500 for each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee. Other employee of Ameriprise, independent contractors, or contractors and employees of franchisees may also receive a bonus or referral fee for each prospective franchisee who they refer to us and who becomes an Ameriprise Financial franchisee.
3. Table 2 includes outlets in AFIG.

**TABLE 3: STATUS OF FRANCHISED OUTLETS FOR YEARS 2022, 2023 AND 2024**

| State                | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Us | Ceased Operations – Other Reasons | Outlets at End of Year |
|----------------------|------|--------------------------|----------------|--------------|--------------|------------------|-----------------------------------|------------------------|
| Alabama              | 2022 | 35                       | 1              | 0            | 0            | 0                | 0                                 | 35                     |
|                      | 2023 | 34                       | 0              | 1            | 0            | 0                | 0                                 | 33                     |
|                      | 2024 | 32                       | 1              | 0            | 0            | 0                | 0                                 | 33                     |
| Alaska               | 2022 | 4                        | 0              | 1            | 0            | 0                | 0                                 | 3                      |
|                      | 2023 | 2                        | 0              | 0            | 0            | 0                | 0                                 | 2                      |
|                      | 2024 | 2                        | 0              | 0            | 0            | 0                | 0                                 | 2                      |
| Arizona              | 2022 | 61                       | 2              | 4            | 0            | 0                | 0                                 | 59                     |
|                      | 2023 | 57                       | 0              | 4            | 0            | 0                | 0                                 | 53                     |
|                      | 2024 | 55                       | 1              | 2            | 0            | 0                | 0                                 | 54                     |
| Arkansas             | 2022 | 21                       | 0              | 2            | 1            | 0                | 0                                 | 20                     |
|                      | 2023 | 20                       | 1              | 1            | 1            | 0                | 0                                 | 19                     |
|                      | 2024 | 18                       | 1              | 2            | 0            | 0                | 0                                 | 17                     |
| California           | 2022 | 354                      | 5              | 9            | 0            | 0                | 0                                 | 350                    |
|                      | 2023 | 338                      | 4              | 16           | 0            | 0                | 0                                 | 326                    |
|                      | 2024 | 325                      | 6              | 8            | 0            | 0                | 0                                 | 323                    |
| Colorado             | 2022 | 41                       | 1              | 1            | 0            | 0                | 0                                 | 41                     |
|                      | 2023 | 41                       | 0              | 0            | 0            | 0                | 0                                 | 41                     |
|                      | 2024 | 47                       | 1              | 0            | 0            | 0                | 0                                 | 48                     |
| Connecticut          | 2022 | 87                       | 0              | 2            | 0            | 0                | 0                                 | 85                     |
|                      | 2023 | 77                       | 0              | 8            | 0            | 0                | 0                                 | 69                     |
|                      | 2024 | 74                       | 0              | 3            | 0            | 0                | 0                                 | 71                     |
| Delaware             | 2022 | 17                       | 0              | 0            | 0            | 0                | 0                                 | 17                     |
|                      | 2023 | 17                       | 0              | 0            | 0            | 0                | 0                                 | 17                     |
|                      | 2024 | 17                       | 0              | 0            | 0            | 0                | 0                                 | 17                     |
| District of Columbia | 2022 | 2                        | 0              | 0            | 0            | 0                | 0                                 | 2                      |
|                      | 2023 | 2                        | 0              | 0            | 0            | 0                | 0                                 | 2                      |
|                      | 2024 | 3                        | 1              | 0            | 0            | 0                | 0                                 | 4                      |
| Florida              | 2022 | 243                      | 1              | 4            | 0            | 0                | 0                                 | 240                    |
|                      | 2023 | 231                      | 3              | 11           | 0            | 0                | 0                                 | 223                    |
|                      | 2024 | 218                      | 0              | 14           | 1            | 0                | 0                                 | 203                    |
| Georgia              | 2022 | 84                       | 0              | 6            | 0            | 0                | 0                                 | 78                     |
|                      | 2023 | 72                       | 1              | 7            | 0            | 0                | 0                                 | 66                     |
|                      | 2024 | 70                       | 2              | 3            | 0            | 0                | 0                                 | 69                     |
| Hawaii               | 2022 | 44                       | 0              | 0            | 0            | 0                | 0                                 | 44                     |
|                      | 2023 | 46                       | 1              | 0            | 0            | 0                | 0                                 | 47                     |
|                      | 2024 | 47                       | 2              | 1            | 0            | 0                | 0                                 | 48                     |
| Idaho                | 2022 | 11                       | 1              | 0            | 0            | 0                | 0                                 | 12                     |
|                      | 2023 | 12                       | 0              | 0            | 0            | 0                | 0                                 | 12                     |
|                      | 2024 | 10                       | 0              | 0            | 0            | 0                | 0                                 | 10                     |
| Illinois             | 2022 | 143                      | 1              | 2            | 0            | 0                | 0                                 | 142                    |
|                      | 2023 | 143                      | 4              | 4            | 0            | 0                | 0                                 | 143                    |
|                      | 2024 | 141                      | 1              | 7            | 0            | 0                | 0                                 | 135                    |
| Indiana              | 2022 | 75                       | 1              | 2            | 0            | 0                | 0                                 | 74                     |
|                      | 2023 | 80                       | 1              | 2            | 1            | 0                | 0                                 | 78                     |
|                      | 2024 | 76                       | 1              | 5            | 0            | 0                | 0                                 | 72                     |
| Iowa                 | 2022 | 84                       | 2              | 3            | 0            | 0                | 0                                 | 83                     |
|                      | 2023 | 79                       | 0              | 2            | 0            | 0                | 0                                 | 77                     |
|                      | 2024 | 79                       | 1              | 1            | 0            | 0                | 0                                 | 79                     |

| State         | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Us | Ceased Operations – Other Reasons | Outlets at End of Year |
|---------------|------|--------------------------|----------------|--------------|--------------|------------------|-----------------------------------|------------------------|
| Kansas        | 2022 | 41                       | 0              | 4            | 0            | 0                | 0                                 | 37                     |
|               | 2023 | 36                       | 0              | 0            | 0            | 0                | 0                                 | 36                     |
|               | 2024 | 38                       | 2              | 1            | 0            | 0                | 0                                 | 39                     |
| Kentucky      | 2022 | 40                       | 0              | 0            | 0            | 0                | 0                                 | 40                     |
|               | 2023 | 39                       | 0              | 1            | 0            | 0                | 0                                 | 38                     |
|               | 2024 | 38                       | 0              | 1            | 0            | 0                | 0                                 | 37                     |
| Louisiana     | 2022 | 45                       | 0              | 1            | 0            | 0                | 0                                 | 44                     |
|               | 2023 | 43                       | 1              | 2            | 0            | 0                | 0                                 | 42                     |
|               | 2024 | 44                       | 0              | 0            | 0            | 0                | 0                                 | 44                     |
| Maine         | 2022 | 25                       | 0              | 1            | 0            | 0                | 0                                 | 24                     |
|               | 2023 | 24                       | 0              | 0            | 0            | 0                | 0                                 | 24                     |
|               | 2024 | 23                       | 0              | 1            | 0            | 0                | 0                                 | 22                     |
| Maryland      | 2022 | 98                       | 0              | 2            | 0            | 0                | 0                                 | 96                     |
|               | 2023 | 93                       | 1              | 3            | 0            | 0                | 0                                 | 91                     |
|               | 2024 | 92                       | 0              | 1            | 0            | 0                | 0                                 | 91                     |
| Massachusetts | 2022 | 183                      | 4              | 9            | 0            | 0                | 0                                 | 178                    |
|               | 2023 | 172                      | 4              | 10           | 0            | 0                | 0                                 | 166                    |
|               | 2024 | 166                      | 0              | 5            | 0            | 0                | 0                                 | 161                    |
| Michigan      | 2022 | 193                      | 2              | 5            | 0            | 0                | 0                                 | 190                    |
|               | 2023 | 184                      | 6              | 8            | 0            | 0                | 0                                 | 182                    |
|               | 2024 | 180                      | 2              | 8            | 0            | 0                | 0                                 | 174                    |
| Minnesota     | 2022 | 265                      | 3              | 11           | 0            | 0                | 0                                 | 255                    |
|               | 2023 | 239                      | 3              | 15           | 0            | 0                | 0                                 | 227                    |
|               | 2024 | 224                      | 3              | 9            | 0            | 0                | 0                                 | 218                    |
| Mississippi   | 2022 | 10                       | 0              | 0            | 0            | 0                | 0                                 | 10                     |
|               | 2023 | 9                        | 6              | 1            | 0            | 0                | 0                                 | 14                     |
|               | 2024 | 9                        | 0              | 0            | 0            | 0                | 0                                 | 9                      |
| Missouri      | 2022 | 51                       | 0              | 2            | 0            | 0                | 0                                 | 49                     |
|               | 2023 | 47                       | 0              | 1            | 0            | 0                | 0                                 | 49                     |
|               | 2024 | 44                       | 0              | 2            | 0            | 0                | 0                                 | 42                     |
| Montana       | 2022 | 13                       | 0              | 1            | 0            | 0                | 0                                 | 12                     |
|               | 2023 | 12                       | 0              | 0            | 0            | 0                | 0                                 | 12                     |
|               | 2024 | 12                       | 0              | 0            | 0            | 0                | 0                                 | 12                     |
| Nebraska      | 2022 | 30                       | 0              | 2            | 0            | 0                | 0                                 | 28                     |
|               | 2023 | 32                       | 0              | 0            | 0            | 0                | 0                                 | 32                     |
|               | 2024 | 30                       | 0              | 1            | 0            | 0                | 0                                 | 29                     |
| Nevada        | 2022 | 20                       | 0              | 0            | 0            | 0                | 0                                 | 20                     |
|               | 2023 | 20                       | 0              | 0            | 0            | 0                | 0                                 | 20                     |
|               | 2024 | 18                       | 2              | 0            | 0            | 0                | 0                                 | 20                     |
| New Hampshire | 2022 | 46                       | 0              | 0            | 0            | 0                | 0                                 | 46                     |
|               | 2023 | 44                       | 0              | 2            | 0            | 0                | 0                                 | 42                     |
|               | 2024 | 38                       | 0              | 5            | 0            | 0                | 0                                 | 33                     |
| New Jersey    | 2022 | 158                      | 2              | 3            | 0            | 0                | 0                                 | 157                    |
|               | 2023 | 160                      | 1              | 6            | 0            | 0                | 0                                 | 154                    |
|               | 2024 | 153                      | 2              | 9            | 0            | 0                | 0                                 | 146                    |
| New Mexico    | 2022 | 8                        | 2              | 0            | 0            | 0                | 0                                 | 10                     |
|               | 2023 | 9                        | 0              | 1            | 0            | 0                | 0                                 | 8                      |
|               | 2024 | 8                        | 0              | 1            | 0            | 0                | 0                                 | 7                      |

| State          | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Us | Ceased Operations – Other Reasons | Outlets at End of Year |
|----------------|------|--------------------------|----------------|--------------|--------------|------------------|-----------------------------------|------------------------|
| New York       | 2022 | 258                      | 1              | 15           | 0            | 0                | 0                                 | 244                    |
|                | 2023 | 231                      | 0              | 9            | 0            | 0                | 0                                 | 244                    |
|                | 2024 | 225                      | 2              | 6            | 0            | 0                | 0                                 | 221                    |
| North Carolina | 2022 | 92                       | 0              | 0            | 0            | 0                | 0                                 | 88                     |
|                | 2023 | 92                       | 2              | 4            | 0            | 0                | 0                                 | 90                     |
|                | 2024 | 92                       | 1              | 2            | 0            | 0                | 0                                 | 91                     |
| North Dakota   | 2022 | 15                       | 2              | 0            | 0            | 0                | 0                                 | 17                     |
|                | 2023 | 16                       | 0              | 1            | 0            | 0                | 0                                 | 17                     |
|                | 2024 | 14                       | 0              | 2            | 0            | 0                | 0                                 | 12                     |
| Ohio           | 2022 | 202                      | 2              | 5            | 0            | 0                | 0                                 | 199                    |
|                | 2023 | 193                      | 2              | 5            | 0            | 0                | 0                                 | 199                    |
|                | 2024 | 185                      | 0              | 7            | 0            | 0                | 0                                 | 178                    |
| Oklahoma       | 2022 | 28                       | 0              | 5            | 0            | 0                | 0                                 | 23                     |
|                | 2023 | 24                       | 1              | 0            | 0            | 0                | 0                                 | 23                     |
|                | 2024 | 21                       | 0              | 1            | 0            | 0                | 0                                 | 20                     |
| Oregon         | 2022 | 57                       | 0              | 3            | 0            | 0                | 0                                 | 54                     |
|                | 2023 | 56                       | 0              | 0            | 0            | 0                | 0                                 | 56                     |
|                | 2024 | 21                       | 0              | 2            | 0            | 0                | 0                                 | 19                     |
| Pennsylvania   | 2022 | 221                      | 3              | 6            | 0            | 0                | 0                                 | 218                    |
|                | 2023 | 214                      | 3              | 6            | 0            | 0                | 0                                 | 218                    |
|                | 2024 | 204                      | 3              | 6            | 0            | 0                | 0                                 | 201                    |
| Rhode Island   | 2022 | 31                       | 0              | 2            | 0            | 0                | 0                                 | 29                     |
|                | 2023 | 25                       | 0              | 3            | 0            | 0                | 0                                 | 22                     |
|                | 2024 | 24                       | 0              | 3            | 0            | 0                | 0                                 | 21                     |
| South Carolina | 2022 | 50                       | 1              | 1            | 0            | 0                | 0                                 | 50                     |
|                | 2023 | 47                       | 0              | 4            | 0            | 0                | 0                                 | 43                     |
|                | 2024 | 42                       | 1              | 3            | 1            | 0                | 0                                 | 39                     |
| South Dakota   | 2022 | 23                       | 0              | 1            | 0            | 0                | 0                                 | 22                     |
|                | 2023 | 22                       | 1              | 0            | 0            | 0                | 0                                 | 23                     |
|                | 2024 | 22                       | 0              | 0            | 0            | 0                | 0                                 | 22                     |
| Tennessee      | 2022 | 74                       | 2              | 5            | 0            | 0                | 0                                 | 71                     |
|                | 2023 | 66                       | 1              | 6            | 0            | 0                | 0                                 | 61                     |
|                | 2024 | 68                       | 2              | 0            | 0            | 0                | 0                                 | 70                     |
| Texas          | 2022 | 246                      | 4              | 4            | 0            | 0                | 0                                 | 246                    |
|                | 2023 | 244                      | 9              | 13           | 0            | 0                | 0                                 | 240                    |
|                | 2024 | 240                      | 5              | 10           | 1            | 0                | 0                                 | 234                    |
| Utah           | 2022 | 23                       | 1              | 1            | 0            | 0                | 0                                 | 23                     |
|                | 2023 | 22                       | 0              | 1            | 0            | 0                | 0                                 | 21                     |
|                | 2024 | 19                       | 0              | 1            | 0            | 0                | 0                                 | 18                     |
| Vermont        | 2022 | 8                        | 0              | 0            | 0            | 0                | 0                                 | 8                      |
|                | 2023 | 8                        | 0              | 0            | 0            | 0                | 0                                 | 8                      |
|                | 2024 | 8                        | 0              | 0            | 0            | 0                | 0                                 | 8                      |
| Virginia       | 2022 | 119                      | 0              | 4            | 0            | 0                | 0                                 | 115                    |
|                | 2023 | 108                      | 0              | 7            | 0            | 0                | 0                                 | 101                    |
|                | 2024 | 101                      | 3              | 4            | 0            | 0                | 0                                 | 100                    |
| Washington     | 2022 | 93                       | 3              | 3            | 0            | 0                | 0                                 | 93                     |
|                | 2023 | 88                       | 2              | 6            | 0            | 0                | 0                                 | 84                     |
|                | 2024 | 80                       | 0              | 9            | 0            | 0                | 0                                 | 71                     |

| State         | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Us | Ceased Operations – Other Reasons | Outlets at End of Year |
|---------------|------|--------------------------|----------------|--------------|--------------|------------------|-----------------------------------|------------------------|
| West Virginia | 2022 | 14                       | 0              | 0            | 0            | 0                | 0                                 | 14                     |
|               | 2023 | 12                       | 0              | 2            | 0            | 0                | 0                                 | 10                     |
|               | 2024 | 11                       | 0              | 1            | 0            | 0                | 0                                 | 10                     |
| Wisconsin     | 2022 | 113                      | 1              | 1            | 0            | 0                | 0                                 | 113                    |
|               | 2023 | 112                      | 4              | 4            | 0            | 0                | 0                                 | 112                    |
|               | 2024 | 109                      | 2              | 2            | 0            | 0                | 0                                 | 109                    |
| Wyoming       | 2022 | 4                        | 0              | 0            | 0            | 0                | 0                                 | 4                      |
|               | 2023 | 3                        | 0              | 1            | 0            | 0                | 0                                 | 2                      |
|               | 2024 | 3                        | 0              | 0            | 0            | 0                | 0                                 | 3                      |
| TOTALS        | 2022 | 4233                     | 49             | 149          | 3            | 0                | 0                                 | 4141                   |
|               | 2023 | 4133                     | 49             | 178          | 1            | 0                | 0                                 | 4003                   |
|               | 2024 | 3959                     | 46             | 147          | 3            | 0                | 0                                 | 3855                   |

**NOTES TO TABLE 3:**

1. Many of the terminations were due to Independent Advisors becoming Associate Financial Advisors of other Independent Advisors.
2. If multiple events occurred that affected an outlet, Table 3 shows the event that occurred last in time.
3. Table 3 includes outlets in AFIG.



**TABLE 4: STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2022, 2023 AND 2024**

| State                | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of Year |
|----------------------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|------------------------|
| Alabama              | 2022 | 16                       | 1              | 0                                   | 1              | 0                           | 14                     |
|                      | 2023 | 13                       | 0              | 0                                   | 1              | 0                           | 12                     |
|                      | 2024 | 10                       | 0              | 0                                   | 0              | 0                           | 12                     |
| Alaska               | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Arizona              | 2022 | 55                       | 5              | 0                                   | 3              | 1                           | 56                     |
|                      | 2023 | 60                       | 11             | 0                                   | 5              | 1                           | 65                     |
|                      | 2024 | 55                       | 10             | 0                                   | 4              | 0                           | 65                     |
| Arkansas             | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| California           | 2022 | 452                      | 14             | 0                                   | 8              | 2                           | 156                    |
|                      | 2023 | 158                      | 21             | 0                                   | 7              | 2                           | 170                    |
|                      | 2024 | 150                      | 19             | 0                                   | 9              | 1                           | 170                    |
| Colorado             | 2022 | 25                       | 1              | 0                                   | 3              | 0                           | 23                     |
|                      | 2023 | 23                       | 3              | 0                                   | 3              | 0                           | 23                     |
|                      | 2024 | 16                       | 3              | 0                                   | 2              | 5                           | 23                     |
| Connecticut          | 2022 | 55                       | 7              | 0                                   | 4              | 1                           | 57                     |
|                      | 2023 | 50                       | 2              | 0                                   | 3              | 0                           | 49                     |
|                      | 2024 | 52                       | 2              | 0                                   | 2              | 0                           | 49                     |
| Delaware             | 2022 | 11                       | 0              | 0                                   | 0              | 0                           | 11                     |
|                      | 2023 | 11                       | 0              | 0                                   | 0              | 0                           | 11                     |
|                      | 2024 | 11                       | 0              | 0                                   | 0              | 0                           | 11                     |
| District of Columbia | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Florida              | 2022 | 210                      | 18             | 0                                   | 13             | 3                           | 212                    |
|                      | 2023 | 199                      | 16             | 0                                   | 11             | 0                           | 204                    |
|                      | 2024 | 204                      | 14             | 0                                   | 12             | 2                           | 204                    |
| Georgia              | 2022 | 47                       | 2              | 0                                   | 4              | 0                           | 45                     |
|                      | 2023 | 43                       | 3              | 0                                   | 2              | 0                           | 44                     |
|                      | 2024 | 42                       | 3              | 0                                   | 2              | 1                           | 44                     |
| Hawaii               | 2022 | 11                       | 0              | 0                                   | 0              | 0                           | 11                     |
|                      | 2023 | 11                       | 0              | 0                                   | 0              | 0                           | 11                     |
|                      | 2024 | 13                       | 2              | 0                                   | 0              | 0                           | 15                     |
| Idaho                | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                      | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Illinois             | 2022 | 67                       | 5              | 0                                   | 4              | 0                           | 68                     |
|                      | 2023 | 63                       | 4              | 0                                   | 2              | 2                           | 63                     |
|                      | 2024 | 55                       | 4              | 0                                   | 3              | 4                           | 63                     |
| Indiana              | 2022 | 13                       | 0              | 0                                   | 0              | 0                           | 13                     |
|                      | 2023 | 13                       | 0              | 0                                   | 0              | 0                           | 13                     |
|                      | 2024 | 17                       | 0              | 0                                   | 0              | 0                           | 13                     |
| Iowa                 | 2022 | 2                        | 0              | 0                                   | 0              | 0                           | 2                      |
|                      | 2023 | 3                        | 1              | 0                                   | 0              | 0                           | 4                      |
|                      | 2024 | 3                        | 1              | 0                                   | 0              | 0                           | 4                      |

| State         | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of Year |
|---------------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|------------------------|
| Kansas        | 2022 | 27                       | 2              | 0                                   | 0              | 0                           | 29                     |
|               | 2023 | 26                       | 5              | 0                                   | 2              | 0                           | 29                     |
|               | 2024 | 30                       | 6              | 0                                   | 2              | 0                           | 29                     |
| Kentucky      | 2022 | 8                        | 0              | 0                                   | 0              | 0                           | 8                      |
|               | 2023 | 9                        | 2              | 0                                   | 1              | 0                           | 10                     |
|               | 2024 | 9                        | 2              | 0                                   | 0              | 1                           | 10                     |
| Louisiana     | 2022 | 31                       | 2              | 0                                   | 3              | 0                           | 30                     |
|               | 2023 | 29                       | 1              | 0                                   | 0              | 0                           | 30                     |
|               | 2024 | 26                       | 1              | 0                                   | 6              | 0                           | 30                     |
| Maine         | 2022 | 17                       | 0              | 0                                   | 2              | 0                           | 15                     |
|               | 2023 | 15                       | 1              | 0                                   | 0              | 0                           | 16                     |
|               | 2024 | 16                       | 1              | 0                                   | 0              | 0                           | 16                     |
| Maryland      | 2022 | 20                       | 0              | 0                                   | 2              | 5                           | 13                     |
|               | 2023 | 19                       | 2              | 0                                   | 0              | 0                           | 21                     |
|               | 2024 | 18                       | 2              | 0                                   | 0              | 0                           | 21                     |
| Massachusetts | 2022 | 72                       | 4              | 0                                   | 5              | 4                           | 67                     |
|               | 2023 | 61                       | 5              | 0                                   | 6              | 0                           | 60                     |
|               | 2024 | 67                       | 5              | 0                                   | 3              | 0                           | 60                     |
| Michigan      | 2022 | 86                       | 3              | 0                                   | 4              | 0                           | 85                     |
|               | 2023 | 79                       | 1              | 0                                   | 2              | 0                           | 76                     |
|               | 2024 | 73                       | 1              | 0                                   | 2              | 4                           | 76                     |
| Minnesota     | 2022 | 37                       | 4              | 0                                   | 1              | 1                           | 39                     |
|               | 2023 | 38                       | 2              | 0                                   | 2              | 0                           | 38                     |
|               | 2024 | 39                       | 1              | 0                                   | 0              | 0                           | 38                     |
| Mississippi   | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2024 | 2                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Missouri      | 2022 | 28                       | 4              | 0                                   | 1              | 2                           | 29                     |
|               | 2023 | 29                       | 4              | 0                                   | 3              | 0                           | 30                     |
|               | 2024 | 30                       | 4              | 0                                   | 0              | 0                           | 30                     |
| Montana       | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Nebraska      | 2022 | 11                       | 1              | 0                                   | 0              | 0                           | 12                     |
|               | 2023 | 9                        | 1              | 0                                   | 0              | 4                           | 6                      |
|               | 2024 | 10                       | 1              | 0                                   | 0              | 0                           | 6                      |
| Nevada        | 2022 | 28                       | 3              | 0                                   | 0              | 0                           | 31                     |
|               | 2023 | 31                       | 3              | 0                                   | 0              | 0                           | 31                     |
|               | 2024 | 29                       | 3              | 0                                   | 2              | 0                           | 34                     |
| New Hampshire | 2022 | 19                       | 1              | 0                                   | 0              | 0                           | 20                     |
|               | 2023 | 20                       | 1              | 0                                   | 0              | 0                           | 21                     |
|               | 2024 | 17                       | 0              | 0                                   | 2              | 1                           | 21                     |
| New Jersey    | 2022 | 94                       | 6              | 0                                   | 6              | 6                           | 88                     |
|               | 2023 | 85                       | 12             | 0                                   | 3              | 1                           | 93                     |
|               | 2024 | 87                       | 13             | 0                                   | 2              | 1                           | 93                     |
| New Mexico    | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |

| State          | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of Year |
|----------------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|------------------------|
| New York       | 2022 | 76                       | 5              | 0                                   | 6              | 1                           | 74                     |
|                | 2023 | 68                       | 8              | 0                                   | 8              | 1                           | 67                     |
|                | 2024 | 67                       | 8              | 0                                   | 4              | 2                           | 68                     |
| North Carolina | 2022 | 40                       | 2              | 0                                   | 0              | 1                           | 41                     |
|                | 2023 | 38                       | 1              | 0                                   | 3              | 0                           | 36                     |
|                | 2024 | 33                       | 1              | 0                                   | 4              | 2                           | 36                     |
| North Dakota   | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Ohio           | 2022 | 68                       | 3              | 0                                   | 4              | 1                           | 66                     |
|                | 2023 | 63                       | 4              | 0                                   | 2              | 2                           | 63                     |
|                | 2024 | 62                       | 5              | 0                                   | 4              | 0                           | 63                     |
| Oklahoma       | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Oregon         | 2022 | 12                       | 2              | 0                                   | 1              | 0                           | 13                     |
|                | 2023 | 11                       | 0              | 0                                   | 1              | 0                           | 10                     |
|                | 2024 | 11                       | 0              | 0                                   | 0              | 0                           | 10                     |
| Pennsylvania   | 2022 | 33                       | 1              | 0                                   | 5              | 0                           | 29                     |
|                | 2023 | 25                       | 1              | 0                                   | 0              | 0                           | 26                     |
|                | 2024 | 24                       | 1              | 0                                   | 1              | 1                           | 24                     |
| Rhode Island   | 2022 | 10                       | 0              | 0                                   | 0              | 0                           | 10                     |
|                | 2023 | 13                       | 4              | 0                                   | 1              | 0                           | 16                     |
|                | 2024 | 13                       | 4              | 0                                   | 0              | 0                           | 16                     |
| South Carolina | 2022 | 11                       | 1              | 0                                   | 1              | 0                           | 11                     |
|                | 2023 | 12                       | 1              | 0                                   | 0              | 0                           | 13                     |
|                | 2024 | 12                       | 1              | 0                                   | 0              | 0                           | 13                     |
| South Dakota   | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Tennessee      | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Texas          | 2022 | 147                      | 14             | 0                                   | 12             | 2                           | 147                    |
|                | 2023 | 142                      | 18             | 0                                   | 10             | 2                           | 148                    |
|                | 2024 | 140                      | 17             | 0                                   | 4              | 5                           | 148                    |
| Utah           | 2022 | 20                       | 1              | 0                                   | 0              | 0                           | 21                     |
|                | 2023 | 19                       | 0              | 0                                   | 2              | 0                           | 17                     |
|                | 2024 | 22                       | 0              | 0                                   | 0              | 0                           | 17                     |
| Vermont        | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|                | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| Virginia       | 2022 | 37                       | 4              | 0                                   | 1              | 1                           | 39                     |
|                | 2023 | 34                       | 2              | 0                                   | 1              | 0                           | 35                     |
|                | 2024 | 31                       | 2              | 0                                   | 1              | 0                           | 35                     |
| Washington     | 2022 | 74                       | 5              | 0                                   | 3              | 1                           | 75                     |
|                | 2023 | 76                       | 7              | 0                                   | 4              | 0                           | 79                     |
|                | 2024 | 77                       | 7              | 0                                   | 2              | 1                           | 79                     |

| State         | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of Year |
|---------------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|------------------------|
| West Virginia | 2022 | 2                        | 0              | 0                                   | 0              | 0                           | 2                      |
|               | 2023 | 2                        | 0              | 0                                   | 0              | 0                           | 2                      |
|               | 2024 | 2                        | 0              | 0                                   | 0              | 0                           | 2                      |
| Wisconsin     | 2022 | 24                       | 0              | 0                                   | 3              | 0                           | 21                     |
|               | 2023 | 23                       | 2              | 0                                   | 0              | 0                           | 25                     |
|               | 2024 | 23                       | 2              | 0                                   | 1              | 0                           | 25                     |
| Wyoming       | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
|               | 2024 | 0                        | 0              | 0                                   | 0              | 0                           | 0                      |
| TOTALS        | 2022 | 1757                     | 123            | 0                                   | 97             | 36                          | 1747                   |
|               | 2023 | 1706                     | 151            | 0                                   | 87             | 19                          | 1751                   |
|               | 2024 | 1682                     | 146            | 0                                   | 74             | 31                          | 1723                   |

**NOTES TO TABLE 4:**

1. Table 4 reflects the number of Employees who sell products and services that are similar to or the same as the Products & Services that you will offer.
2. Table 4 includes outlets in AFIG.

**TABLE 5: PROJECTED OPENINGS AS OF DECEMBER 31, 2024**

| State                   | Franchisee Agreement Signed<br>But Office Not Yet Open <sup>1</sup> | Projected New Franchised<br>Independent Financial Advisor<br>Businesses in 2025 | Projected New Offices to be<br>Opened by Us in 2025 |
|-------------------------|---|---|---|
| Alabama                 | 0   | 0   | 1   |
| Alaska                  | 0   | 0   | 0   |
| Arizona                 | 0   | 0   | 0   |
| Arkansas                | 0   | 0   | 0   |
| California              | 0   | 2   | 5   |
| Colorado                | 0   | 0   | 0   |
| Connecticut             | 0   | 1   | 1   |
| Delaware                | 0   | 0   | 0   |
| District of<br>Columbia | 0   | 0   | 0   |
| Florida                 | 0   | 0   | 0   |
| Georgia                 | 0   | 0   | 2   |
| Hawaii                  | 0   | 1   | 0   |
| Idaho                   | 0   | 0   | 0   |
| Illinois                | 0   | 2   | 0   |
| Indiana                 | 0   | 0   | 0   |
| Iowa                    | 0   | 0   | 0   |
| Kansas                  | 0   | 0   | 1   |
| Kentucky                | 0   | 0   | 0   |
| Louisiana               | 0   | 0   | 0   |
| Maine                   | 0   | 0   | 0   |
| Maryland                | 0   | 0   | 1   |
| Massachusetts           | 0   | 1   | 0   |
| Michigan                | 0   | 2   | 1   |
| Minnesota               | 0   | 0   | 0   |
| Mississippi             | 0   | 0   | 0   |
| Missouri                | 0   | 0   | 0   |
| Montana                 | 0   | 0   | 0   |
| Nebraska                | 0   | 0   | 0   |
| Nevada                  | 0   | 0   | 0   |
| New Hampshire           | 0   | 0   | 0   |
| New Jersey              | 0   | 0   | 2   |
| New Mexico              | 0   | 0   | 0   |
| New York                | 0   | 2   | 0   |
| North Carolina          | 0   | 0   | 0   |
| North Dakota            | 0   | 1   | 0   |
| Ohio                    | 0   | 1   | 2   |
| Oklahoma                | 0   | 1   | 0   |
| Oregon                  | 0   | 0   | 0   |
| Pennsylvania            | 0   | 1   | 1   |
| Rhode Island            | 0   | 0   | 0   |
| South Carolina          | 0   | 0   | 0   |
| South Dakota            | 0   | 0   | 0   |
| Tennessee               | 0   | 0   | 0   |
| Texas                   | 0   | 1   | 2   |
| Utah                    | 0   | 0   | 0   |
| Vermont                 | 0   | 0   | 0   |

| State         | Franchisee Agreement Signed<br>But Office Not Yet Open <sup>1</sup> | Projected New Franchised<br>Independent Financial Advisor<br>Businesses in 2025 | Projected New Offices to be<br>Opened by Us in 2025 |
|---------------|---|---|---|
| Virginia      | 0   | 0   | 1   |
| Washington    | 0   | 1   | 0   |
| West Virginia | 0   | 1   | 0   |
| Wisconsin     | 0   | 1   | 1   |
| Wyoming       | 0   | 0   | 0   |
| TOTALS        | 0   | 19  | 21  |

**NOTES TO TABLE 5:**

1. As of December 31, 2024.



The names, business address(es) and telephone numbers of every Independent Advisor are attached to this disclosure document as Exhibit J. Since Consultants receive a fee for services they provide to Independent Advisors, some Consultants may solicit individuals to join the System.

The names, business address(es) and telephone numbers (or if unknown, the last known home telephone number) of every Independent Advisor who has had an outlet canceled, not renewed, terminated or otherwise involuntarily or voluntarily ceased to do business under the Franchise Agreement during the 2024 fiscal year and those Independent Advisors we have not had communication with during the first 10 weeks of 2025 are attached to this disclosure document as Exhibit K.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

During the last three years, Independent Advisors have signed confidentiality agreements. In some instances, current and former Independent Advisors sign provisions restricting their ability to speak openly about their experience with Ameriprise Financial. You may wish to speak with current and former Independent Advisors but be aware that not all Independent Advisors will be able to communicate with you.

Ameriprise Financial created and sponsors the Ameriprise National Franchisee Advisory Council, a non-incorporated, trademark specific council comprised of Independent Advisor representatives: Ameriprise National Franchisee Advisory Council, 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, [fac@ampf.com](mailto:fac@ampf.com).

Ameriprise Financial also created and sponsors the Ameriprise Wealth Management Solutions Advisory Council, a non-incorporated, trademark specific council comprised of Independent Advisor representatives: Ameriprise Wealth Management Solutions Advisory Council, 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, [matt.benson@ampf.com](mailto:matt.benson@ampf.com).

## **ITEM 21 FINANCIAL STATEMENTS**

The financial statements listed below are attached to this disclosure document as Exhibit N.

Audited Financial Statements of Ameriprise Financial Services, LLC as of and for the fiscal years ended December 31, 2024, 2023 and 2022 with Reports of Independent Registered Accounting Firm.

## **ITEM 22 CONTRACTS**

The following contracts are attached to this disclosure document in the following order:

1. Independent Advisor Business Franchise Agreement (Exhibit A) (including Addendum 1 (Supervision Agreement), Addendum 2 (Registered Principal Agreement), Addendum 3-T (Employee to Franchise Transitions), Addendum 3-V (Veteran Advisor Recruits), Addendum 4 (Associate Financial Advisor), Addendum 5 (Franchise Consultant Services) and Addendum 6 (Fee Waiver))
2. State Addenda (Exhibit B)
3. Confidentiality Agreement (Exhibit D)
4. Independent Advisor Compliance Certification (Exhibit F)
5. Franchise Consulting Services Agreement (Exhibit G)
6. Promissory Note (Exhibit H)
7. *AdvisorCompass*® Software License User's Agreement (Exhibit I)
8. Loan and Security Agreement (Exhibit M)
9. Death and Disability Plan (including General Release) (Exhibit O)

## **ITEM 23 RECEIPT**

Included as the last document of this disclosure document is a receipt to be signed by you.

## **EXHIBIT A**

### **AMERIPRISE FINANCIAL SERVICES, LLC INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT**

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# AMERIPRISE FINANCIAL SERVICES, LLC INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT

THIS IS AN AGREEMENT, made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Ameriprise Financial Services, LLC (“**Ameriprise Financial**” or “**we**”) at its principal place of business at 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474, and \_\_\_\_\_

\_\_\_\_\_ (“**Independent Advisor**”, “**you**” or “**your**”).

## RECITALS

- A. Through its time, skill, effort, and money, Ameriprise Financial has developed a distinctive system that offers, through financial advisors, a variety of financial services to individuals and/or business owners using the Proprietary Marks, confidential information, business techniques, methods and procedures, and sales promotion programs, as Ameriprise Financial periodically modifies (the “**System**”). The financial services include: financial planning; investment advice and consulting services; brokerage services; securities products, including individual securities; and other related Products & Services provided or procured through Ameriprise Financial and/or its affiliates or third parties (collectively, “**Products & Services**”);
- B. The distinguishing characteristics of the System include: the Ameriprise Financial brand; distinctive Products & Services; securities and regulatory compliance; customer service and quality advice, including financial planning; administrative procedures, including consolidated statements; orientation programs; advertising and promotional programs; and direct marketing services, including telemarketing and online services directed to clients; all of which may be changed, improved, and further developed by Ameriprise Financial from time-to-time;
- C. Independent Financial Advisor Businesses are identified by trade names, service marks, trademarks, trade dress, domain names, logos, emblems, and indicia of origin for use in connection with the System, including but not limited to, the “**Ameriprise**” trademark, “**Ameriprise Financial**” logo, and other Ameriprise Financial family of marks (collectively, the “**Proprietary Marks**”) and operate pursuant to the System; and
- D. Independent Advisor desires to contract with Ameriprise Financial to operate a business offering Products & Services under the System, and/or supervisory and consulting services (if applicable, and pursuant to relevant addenda), and using the Proprietary Marks (the “**Independent Financial Advisor Business**”).

NOW THEREFORE, Ameriprise Financial and Independent Advisor hereby agree as follows:

### 1. GRANT.

#### A. Independent Financial Advisor Business.

- (1) Ameriprise Financial grants to Independent Advisor a limited license to use the Proprietary Marks solely in connection with Independent Advisor’s operation of the Independent Financial Advisor Business in accordance with the terms and conditions of this Agreement and only during the term of this Agreement.
- (2) Independent Advisor agrees to operate the Independent Financial Advisor Business only at the location(s) specified in Schedule A (the “**Location**”). Independent Advisor agrees to not relocate the Independent Financial Advisor Business or establish any location without prior written approval by Ameriprise Financial, which approval will not be unreasonably withheld.
- (3) Ameriprise Financial will only compensate an appropriately licensed individual. Accordingly, Independent Advisor agrees to operate the Independent Financial Advisor Business, as described in this Agreement, as an individual business and shall not conduct such business as a corporation, partnership, limited liability company, sub-chapter S company or any other similar organizational structure. This shall not prevent Independent Advisor from operating other approved related businesses, as described in Section 5, under the heading “Use of Premises”, and as set forth in the Manuals.
- (4) Independent Advisor has the right during the term of this Agreement to solicit Clients for Products & Services, as described in this Agreement and as set forth in the Manuals. For purposes of this Agreement, “**Client**” shall mean an individual person or entity that acquires any Products & Services from Ameriprise Financial through Independent Advisor.
- (5) Independent Advisor agrees to comply with requirements of the System as specified by Ameriprise Financial as the System may be supplemented, improved, and otherwise modified from time-to-time by Ameriprise Financial.

B. Non-Exclusive Agreement.

- (1) Independent Advisor expressly acknowledges and agrees that the Independent Financial Advisor Business is non-exclusive, and that this Agreement does not grant or imply any protected area, territory or clients for the Independent Financial Advisor Business. By way of example, other Independent Advisors, Ameriprise Financial, and its affiliates may or will continue to market, from any location, through various channels, including: employees, agents, dealers, direct marketing, telemarketing, and online services.
- (2) Independent Advisor is not permitted to directly or indirectly sell, offer to sell or provide any of the Products & Services to any Client of Ameriprise Financial, its employees or another Independent Advisor operating under the System unless Independent Advisor has followed the procedures specified in the Manuals.
- (3) Ameriprise Financial and its affiliates reserve the following rights:
  - i. To offer financial products and services, including the Products & Services, directly or indirectly to any client or business (including the Clients), or license others to offer Products & Services under the Proprietary Marks at any location, through other Independent Advisors, employees, direct marketing, telemarketing, online services, third-party marketers and any other distribution method;
  - ii. To own and/or operate, and license others to operate, businesses that offer Products & Services using the System and Proprietary Marks, at any location; and
  - iii. To own and/or operate, and license others to operate, businesses that offer other investment opportunities and financial services and products, whether or not using the Proprietary Marks or other systems, and/or whether such businesses are similar to or different from the Independent Financial Advisor Business, at any location.
- (4) Independent Advisor acknowledges and agrees that Ameriprise Financial and certain of Ameriprise Financial's affiliates and designees (including other Independent Advisors of Ameriprise Financial, Ameriprise Financial employees, third-party dealers, persons associated with such persons, and mail order services) now sell, and will continue to have the right to sell, the Products & Services to Clients located in the same or in close proximity to Independent Advisor's Location; and that Ameriprise Financial and such affiliates and designees shall be direct competitors of Independent Advisor.
- (5) Ameriprise Financial expressly reserves any and all rights not explicitly granted to Independent Advisor by the terms and conditions of this Agreement.

2. TERM AND RENEWAL.

- A. Three-Year Term. This Agreement shall be effective upon its execution by Ameriprise Financial and, except as otherwise provided herein, the term of this Agreement shall be three (3) years from the date of execution by Ameriprise Financial.
- B. Renewal. At the expiration of the three (3) year term, the Independent Financial Advisor Business will be renewed for an additional term of three (3) years, subject to Independent Advisor's satisfaction of the following conditions:
  - (1) The location of the Independent Financial Advisor Business under Independent Advisor's control and supervision (the "**Location**") meets reasonable professional standards and the System requirements set forth in the Manuals including those regarding signage and the use of Proprietary Marks;
  - (2) Independent Advisor is not in default of any provision of this Agreement, any other agreement between Ameriprise Financial or its affiliates and Independent Advisor, or any standards applicable to Independent Advisor, as set forth in the Manuals; and Independent Advisor has substantially complied with all terms and conditions of such agreements during the term of this Agreement;
  - (3) Except as otherwise permitted by Ameriprise Financial, Independent Advisor satisfies all monetary obligations owed by Independent Advisor to Ameriprise Financial and its affiliates, and timely meets those obligations throughout the term of this Agreement; and
  - (4) Independent Advisor has, at Ameriprise Financial's option, executed Ameriprise Financial's then-

current form of the Franchise Agreement for such renewal terms as are provided by this Agreement, which shall supersede this Agreement and which may include terms and conditions that differ materially from the terms and conditions of this Agreement.

- C. Terminating the System. In the event of changes in regulatory, market or industry conditions, Ameriprise Financial may decide to terminate or dissolve the System upon ninety (90) days' written notice to Independent Advisor. In the event Ameriprise Financial terminates or dissolves the System, Ameriprise Financial shall make available to Independent Advisor a new form of agreement.

### 3. DUTIES OF AMERIPRISE FINANCIAL.

- A. Compensation. Within thirteen (13) business days of the end of each Accounting Period (defined below), Ameriprise Financial agrees to prepare a statement: (1) containing a summary of Independent Advisor's reported and processed financial activity for Products & Services during such Accounting Period (the "**Commission Statement**"); (2) detailing the Compensation as defined in Section 4 below; and (3) containing certain confidential Client information. With each Commission Statement, Ameriprise Financial agrees to remit Independent Advisor's share of the Compensation. Compensation for Products & Services sold or processed through approved third-party product companies will be reported and processed only after Ameriprise Financial receives proper statements and payments from these companies. Ameriprise Financial will provide Independent Advisor the Commission Statement by providing Independent Advisor with limited access to Ameriprise Financial's computer system for the purpose of downloading the Commission Statement. "**Accounting Period**" means each of the two-week accounting periods in a calendar year, as determined by Ameriprise Financial.
- B. Offering and Servicing the Products & Services. Ameriprise Financial, except as otherwise provided herein, shall offer and provide the Products & Services distributed or offered by Ameriprise Financial and/or its affiliates consistent with the standards set forth in the Manuals. Ameriprise Financial agrees to perform such bookkeeping, processing, and related functions, as described in the Manuals. Ameriprise Financial agrees to process all applications from Clients for the Products & Services. Ameriprise Financial retains the right to reject any application for the Products & Services that does not meet the qualifications, specifications or standards set forth in the Manuals. Ameriprise Financial will also reject any application that is mandated by applicable law, including but not limited to, federal anti-money laundering laws. Ameriprise Financial agrees to provide Clients with consolidated statements, as set forth in the Manuals. Ameriprise Financial agrees to make available to Independent Advisor certain forms, brochures, prospectuses, and sales literature required to process the Independent Financial Advisor Business as part of the Association Fee. Ameriprise Financial will make available to Independent Advisor certain other forms, brochures, and sales literature related to Products & Services for the then-current fee.
- C. Advertising and Promotions. Ameriprise Financial agrees to provide national advertising, as provided/set forth in Section 12 below, as part of the Association Fee (defined in Section 4). Ameriprise Financial may, but is not required to, make available for a fee, corporate office generated leads to Independent Advisors who meet criteria described in the Manuals. Ameriprise Financial may develop promotional programs and sales campaigns for Products & Services, the nature, duration, and geographic scope of which shall be determined by Ameriprise Financial.
- D. Compliance. Ameriprise Financial agrees to provide Firm Element of regulatory compliance training and corporate compliance oversight as part of the Association Fee (defined in Section 4). Ameriprise Financial agrees to conduct, as it deems advisable and consistent with its regulatory and supervisory obligations, inspections of Independent Advisor's operation of the Independent Financial Advisor Business for the purpose of establishing Independent Advisor's compliance with this Agreement and with federal, state, local, and Financial Industry Regulatory Authority ("**FINRA**") (and other self-regulatory organizations) laws, rules, regulations, and requirements, including but not limited to, Ameriprise Financial's policies and procedures as set forth in the Manuals.
- E. Orientation and Training. As described in Section 7 hereof, Ameriprise Financial agrees to: (1) provide an initial orientation program as part of the Initial Fee to Independent Advisor; and (2) offer continuing education programs for a fee, as it deems necessary.
- F. Location. Ameriprise Financial agrees to make available signage specifications to Independent Advisor as part of the Association Fee (as defined in Section 4).
- G. Manuals. Ameriprise Financial agrees to allow Independent Advisor access to the Manuals, as more fully described in Section 9 hereof. The Manuals shall also include, but are not limited to, Ameriprise



Financial's Client Satisfaction Standards, Compliance Manual, and Code of Conduct. In addition, the Manuals set forth standards regarding the use of Proprietary Marks, signage, communications, privacy policies, processing procedures and the Compensation Reference Guide.

- H. Errors and Omissions Coverage. Ameriprise Financial agrees to provide, or arrange for a third party to provide, errors and omissions coverage as described in Section 13 hereof. Independent Advisor must pay Ameriprise Financial, or its designee, such Errors and Omissions Fees as Ameriprise Financial directs, as set forth in the Manuals.
- I. Other Optional Services. Ameriprise Financial may offer optional services to Independent Advisor for a fee, as set forth in the Manuals.
- J. Independent Advisor acknowledges and agrees that any duty or obligation imposed on Ameriprise Financial by this Agreement may be performed by a Registered Principal, any independent contractor, designee, employee, or agent of Ameriprise Financial, as Ameriprise Financial may direct.

#### 4. FEES AND COMPENSATION.

- A. Initial Fee. In consideration of the Independent Financial Advisor Business franchise granted herein, Independent Advisor has paid to Ameriprise Financial an Initial Fee of One Thousand Five Hundred Dollars (\$1,500), receipt of which is hereby acknowledged and which is nonrefundable. Independent Advisor is paying this fee in consideration of administrative and other expenses incurred by Ameriprise Financial in entering into this Agreement.
- B. Association Fee. During each Accounting Period (but not in the third Accounting Period of any month that has three Accounting Periods), Independent Advisor authorizes Ameriprise Financial to deduct the association fee of Two Hundred Ninety Dollars (\$290) for a limited license to use the Ameriprise Financial Proprietary Marks; assistance in obtaining and maintaining required licenses; corporate compliance oversight; fidelity bond coverage; field support; national advertising and promotional materials; signage specifications; certain forms; and accounting and payroll services related to the broker-dealer as set forth in the Manuals ("**Association Fee**"), from the Compensation due to Independent Advisor. During any Accounting Period in which Independent Advisor is not entitled to a portion of the Compensation or Independent Advisor's share of the Compensation is less than the Association Fee, Independent Advisor agrees to promptly pay to Ameriprise Financial the Association Fee as set forth in the Manuals.
- C. Compensation. As long as this Agreement is in effect and Independent Advisor is not in default hereunder or under Additional Supervision (defined below), Ameriprise Financial agrees to: (1) retain a percentage of the Compensation for each Accounting Period as set forth in the Manuals (the "**Compensation Reference Guide**"), (2) pay to Independent Advisor's Franchise Consultant ("**Consultant**") in accordance with the Franchise Consulting Services Agreement ("**Consulting Agreements**") the specified amount of the Compensation for each Accounting Period, (3) pay your Registered Principal the amount specified in the compliance supervision agreement, and (4) pay to Independent Advisor after deducting the Association Fee, any other fees, interest, or other monies due to Ameriprise Financial for Services authorized by Independent Advisor and/or other deductions provided for in this Agreement, the balance of the Compensation for each Accounting Period in accordance with Section 3.

As used in this Agreement, "Compensation" which is further defined in the Manuals, is the compensation from a product sale or service performed as specified in the Compensation Reference Guide, based on what Products & Services the Independent Advisor sells.

- D. Method of Payment. Ameriprise Financial will have the right to make the payments to Independent Advisor due under Section 4 by auto-draft arrangement, electronic funds transfer, or by other means Ameriprise Financial may specify from time-to-time, to a bank account designated by Independent Advisor, in accordance with procedures in the Manuals; provided, however, that if Independent Advisor requests payment under Section 4 in the form of a check, Ameriprise Financial may charge a reasonable fee to Independent Advisor for providing payment via check.
- E. Uncollected Payments. If there are any uncollected payments: (1) for Products & Services that Independent Advisor failed to remit to Ameriprise Financial; (2) an error occurs and Independent Advisor receives an overpayment; (3) a payment has been made to Independent Advisor for any canceled or returned Products & Services; (4) there is a loss, refund or payment due to a settlement or claim related to Products & Services purchased by a Client that Independent Advisor received compensation for; and/or (5) Independent Advisor owes Ameriprise Financial pursuant to Section 21 below, Ameriprise Financial may deduct such amount from the percentage of Compensation due to Independent Advisor in

any Accounting Period following the event. Any negative balance will require repayment upon termination of this Agreement.

- F. Incentive Programs. Ameriprise Financial may offer incentive programs, such as awards and conferences, as set forth in the Manuals.
- G. Disclaimer of Benefits. Independent Advisor acknowledges that the Manuals, including the Compensation Reference Guide contained therein, constitute the complete list of the compensation and benefits owed to Independent Advisor resulting from this Agreement or Independent Advisor's relationship with Ameriprise Financial. Other than as described in Section 4(C), Independent Advisor acknowledges that Independent Advisor has no claim to any other revenue, compensation or benefit plan, program or policy of or sponsored by Ameriprise Financial unless such plan, policy or benefit plan specifically references Independent Advisors in their role as Independent Advisors as an eligible group under such plan, program or policy and Independent Advisor meets all conditions for eligibility set forth in such program.

## 5. ONGOING DUTIES OF INDEPENDENT ADVISOR.

- A. Consistent with the high standards of the System, to increase the demand for Products & Services, and to protect the goodwill of the Proprietary Marks, Independent Advisor agrees:
  - (1) Compliance. To maintain all required licenses, registrations, and regulatory compliance standards consistent with the standards set forth in Section 15 hereof and the Manuals as defined in this Agreement. In addition, Independent Advisor agrees to comply with this Agreement and with all federal, state, local, and FINRA (and other self-regulatory organizations) laws, regulations, requirements, and rules, including but not limited to, those concerning the American Disabilities Act and similar rules governing public accommodations for those with disabilities and employment and labor laws.
  - (2) Client Satisfaction. To maintain client satisfaction standards of at least seventy percent (70%), as set forth in the Manuals.
  - (3) Location and Signage. To maintain, at Independent Advisor's expense, at least one (1) appropriately registered office with the fixtures, furnishings, and equipment necessary to maintain professional standards and protect confidential information for operating the Independent Financial Advisor Business as set forth in the Manuals. Independent Advisor agrees to purchase and install signs as set forth in the Manuals.
  - (4) Products & Services. To offer, provide, and market the Products & Services to Clients.
- B. Use of the Location. Independent Advisor agrees to use the Location to operate the Independent Financial Advisor Business and any other activities for which Independent Advisor has obtained written consent from Ameriprise Financial; and shall refrain from using or permitting the use of the Location for any other purpose at any time without first obtaining written consent from Ameriprise Financial.
- C. Payment of Fees. As set forth in the Manuals, Independent Advisor agrees to promptly pay Ameriprise Financial any and all fees and charges that are due and payable to Ameriprise Financial and its affiliates.
- D. Client Service. As set forth in the Manuals, Independent Advisor agrees to:
  - (1) promptly submit complete and accurate client profiles and applications and/or any other required information for Products & Services and other financial information required by Ameriprise Financial to comply with legal, regulatory, underwriting or Ameriprise Financial's internal processing requirements;
  - (2) promptly forward all payments received from Clients for Products & Services to Ameriprise Financial; and
  - (3) preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as Ameriprise Financial may establish from time-to-time and as set forth in the Manuals.
- E. Territory. Independent Advisor will operate the Independent Financial Advisor Business at the Location. Independent Advisor will not relocate the registered office or open an additional office of the Independent Financial Advisor Business without prior written approval from Ameriprise Financial. Independent Advisor agrees to be appropriately licensed and registered and to obtain the approval of the person(s) who perform regulatory supervision and oversight for the Independent Advisor to ensure they have the appropriate licenses and have agreed to accept the responsibility before actively seeking prospective

clients and servicing clients.

- F. Computing Environment. Independent Advisor agrees to purchase or lease a computer system that meets the specifications of Ameriprise Financial, including such peripheral devices, equipment, and required maintenance as Ameriprise Financial may specify in the Manuals or otherwise in writing, as reasonably necessary for the efficient management and operation of the Independent Financial Advisor Business and the transmission of data to and from Ameriprise Financial. Ameriprise Financial may specify in the Manuals or otherwise in writing the information that Independent Advisor agrees to collect and maintain on the computer system installed at the Independent Financial Advisor Business to satisfy regulatory and processing requirements, and Independent Advisor agrees to provide to Ameriprise Financial such information as Ameriprise Financial may reasonably request from the data so collected and maintained. Independent Advisor agrees that failure to comply with the computing environment requirements specified in the Manuals [specifications set forth in the] may compromise the security of the computer system, and Ameriprise may elect to disable the computer system. Independent Advisor agrees to permit Ameriprise Financial to access the computer system installed at the Independent Financial Advisor Business for the purpose of obtaining Ameriprise Financial-related information from Independent Advisor's computer system to satisfy regulatory and business processing requirements. Independent Advisor agrees to acquire from Ameriprise Financial or, if any, an approved vendor, a license to use software designated by Ameriprise Financial for the computer system, and to pay a monthly fee for base software and to access information at Ameriprise Financial's corporate office. Independent Advisor understands that some software license fees will be charged in addition to Independent Advisor's Association Fee and base software fee and may not be optional. At the request of Ameriprise Financial, Independent Advisor agrees to obtain upgrades or other modifications to the computer system and software to conform to the specifications of Ameriprise Financial. Independent Advisor agrees to allow Ameriprise Financial access to their computer system at the Independent Financial Advisor Business to automatically update necessary software without express request of Ameriprise Financial. Independent Advisor also agrees to permit Ameriprise Financial to directly or remotely image and inspect the computers, tablets and any other devices that Independent Advisor uses to conduct business with or on behalf of Ameriprise Financial or that Independent Advisor uses to access the Ameriprise computer network. In addition, Independent Advisor agrees that Ameriprise Financial may review, store, and/or reproduce that information and other stored data consistent with its legal or regulatory obligations or its business purposes. Independent Advisor acknowledges and agrees that Independent Advisor is solely responsible for protecting itself from disruptions, internet access failures, internet content failures, and attacks by hackers and/or other unauthorized intruders; Independent Advisor waives any and all claims Independent Advisor may have against Ameriprise Financial as the direct or indirect result of such disruptions, failures and/or attacks.
- G. Approved Products & Services. Independent Advisor agrees to obtain the Products & Services solely from Ameriprise Financial or from suppliers approved by Ameriprise Financial. If Independent Advisor desires to offer products or services other than those already approved in the Manuals, Independent Advisor agrees to submit to Ameriprise Financial a written request to approve the proposed products or services and its supplier, together with such evidence of conformity with Ameriprise Financial's specifications as Ameriprise Financial may reasonably require. Independent Advisor agrees that Ameriprise Financial has the right to require that its representatives be permitted to evaluate the proposed products or services. Ameriprise Financial agrees to, within a reasonable time after its receipt of such request, notify Independent Advisor in writing of its approval or disapproval of the proposed products or services and/or supplier(s). Ameriprise Financial reserves the right to: (1) deny approval of any proposed products or services and/or supplier(s); (2) limit the number of approved products and services and approved suppliers; and/or (3) condition approval of unapproved products and services on Ameriprise Financial being the supplier of such products and services. Independent Advisor agrees to not offer for sale or sell any products or services until Independent Advisor receives Ameriprise Financial's written approval of the proposed products, services and/or supplier(s). Ameriprise Financial may, from time-to-time, revoke its approval of particular Products & Services or suppliers if Ameriprise Financial determines, in its sole discretion, that the Products & Services or suppliers no longer meet the standards of Ameriprise Financial. Upon receipt of written notice of such revocation, Independent Advisor agrees to cease to offer and sell any disapproved Products & Services and/or cease to purchase from any disapproved supplier, although Independent Advisor may be permitted to continue to service such Products & Services.
- H. Use of Proprietary Marks. Independent Advisor agrees to ensure all advertising and promotional

materials, signs, decorations, stationery, business forms, and other items bear the Proprietary Marks in the form, color, location, and manner set forth by Ameriprise Financial. Independent Advisor agrees to use best efforts to uphold the goodwill and reputation of Ameriprise Financial and its affiliates.

- I. Employees and Contractors of Independent Advisor. Independent Advisor agrees to be solely responsible for all employment and/or contracting decisions respecting associate financial advisors, registered staff (paraplanners), and other employees or contractors, and to comply with all state, federal, and local laws and functions of the Independent Financial Advisor Business, including, without limitation, those related to hiring, firing, training, scheduling, wage and hour requirements, compensation, benefits, promotion, record-keeping, supervision, and discipline without any influence or advice from Ameriprise Financial. Independent Advisor's employees and contractors must be competent, conscientious, and properly trained and licensed. In order to meet regulatory obligations, any employee or contractor of Independent Advisor must be approved and, if required, licensed and appointed by Ameriprise Financial. All employees or contractors of Independent Advisor will be asked to complete a third-party privacy agreement. Further, Independent Advisor agrees to have all of his or her employees and/or contractors fingerprinted as further described in the Manuals. Independent Advisor will ensure that its employees or contractors, including Associate Financial Advisors, will adhere to the same policies, procedures, rules and regulations as the Independent Advisor, as required based upon their activities under policy and applicable law.
- J. No Changes Without Consent. Independent Advisor agrees to not implement any material change to the System without the express prior written consent of Ameriprise Financial. Independent Advisor agrees to notify Ameriprise Financial in writing of any material change to the System which Independent Advisor proposes to make, and shall provide to Ameriprise Financial, such information as Ameriprise Financial requests regarding the proposed change. Ameriprise Financial may, but is not obligated to, compensate Independent Advisor for consulting services regarding a material change to the System proposed by Independent Advisor. Independent Advisor acknowledges and agrees that Ameriprise Financial shall have the right to incorporate the proposed material change into the System and shall thereupon obtain all right, title, and interest therein without the obligation to compensate Independent Advisor.
- K. WARRANTIES. AMERIPRISE FINANCIAL AND ITS AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, EQUIPMENT (INCLUDING ANY COMPUTER HARDWARE AND SYSTEMS), FIXTURES, FURNISHINGS, SUPPLIES OR OTHER ITEMS THAT ARE MANUFACTURED OR DISTRIBUTED BY THIRD PARTIES AND THAT AMERIPRISE FINANCIAL APPROVES FOR USE IN THE SYSTEM.

## 6. OPENING OF FRANCHISED BUSINESS.

- A. Independent Advisor agrees to equip and furnish the Independent Financial Advisor Business at Independent Advisor's own expense.
- B. Independent Advisor may use the Location only for operation of the Independent Financial Advisor Business and such other authorized activities for which Independent Advisor has obtained written consent or notice from Ameriprise Financial or has provided notice to Ameriprise Financial, as set forth in the Manuals.
- C. Independent Advisor agrees to be responsible for obtaining, at Independent Advisor's expense, all appropriate permits, certificates, licenses, and training, which may be required by FINRA, Ameriprise Financial, and other governmental and regulatory agencies.
- D. Independent Advisor agrees to obtain Ameriprise Financial's written approval prior to opening the Independent Financial Advisor Business, which approval shall not be unreasonably withheld, and Independent Advisor further agrees to open the Independent Financial Advisor Business within sixty (60) days after the date of this Agreement.

## 7. ORIENTATION AND TRAINING.

- A. Independent Advisor represents that Independent Advisor has the requisite experience, skill, and training to operate the Independent Financial Advisor Business in a manner consistent with the high standards of quality of advice and customer service of other Independent Financial Advisor Businesses operating under the System. Prior to opening the Independent Financial Advisor Business, Independent Advisor agrees to complete, to Ameriprise Financial's satisfaction, the initial orientation program for Independent Advisors offered by Ameriprise Financial. Independent Advisor agrees to attend regulatory compliance



seminars or courses as set forth in the Manuals (including the Compliance Policy Manual). Ameriprise Financial reserves the right to require Independent Advisor to complete other compliance and franchise brand seminars. For a fee, Independent Advisor and Independent Advisor's employees or contractors may attend optional courses, seminars, and other training programs offered by Ameriprise Financial.

- B. Ameriprise Financial agrees to offer, as Ameriprise Financial deems appropriate, advanced education programs ("**Advanced Programs**") that may: (1) relate to certain Products & Services; (2) enable Independent Advisor to offer additional Products & Services; (3) enable Independent Advisor to obtain certificates, licenses, and permits to offer additional Products & Services; (4) satisfy regulatory requirements or direction as evidenced by formal and informal communications; and (5) cover customer service, marketing to Clients, promotion, and other topics related to team leadership and operation of the Independent Financial Advisor Business. Independent Advisor shall not be required to attend such Advanced Programs, except as necessary to satisfy regulatory requirements or direction as evidenced by formal or informal communications. Independent Advisor agrees to pay a fee, if any, specified by Ameriprise Financial to participate in all Advanced Programs.
- C. Initial orientation programs, regulatory compliance programs, and Advanced Programs shall be at such times and places or through other methods, such as computer software or websites, as may be designated by Ameriprise Financial. For the initial orientation program, Ameriprise Financial agrees to provide, at no additional charge to Independent Advisor, instructors and program materials; and Independent Advisor agrees to be responsible for any and all other expenses incurred by Independent Advisor or its employees or contractors in connection with any such program, including, without limitation, the costs of transportation, lodging, meals, and wages.

## 8. PROPRIETARY MARKS.

- A. Ameriprise Financial represents with respect to the Proprietary Marks that Ameriprise Financial has the right to use and to license others to use the Proprietary Marks.
- B. With respect to Independent Advisor's use of the Proprietary Marks:
  - (1) Independent Advisor agrees to use only the Proprietary Marks designated by Ameriprise Financial and shall use them only in the manner authorized and permitted by Ameriprise Financial. If Ameriprise Financial is no longer authorized to use the Proprietary Marks, Independent Advisor will not be able to continue to use the Proprietary Marks. If Independent Advisor has any questions about the use or a proposed use of a Proprietary Mark, Independent Advisor shall contact Ameriprise Financial for direction.
  - (2) Independent Advisor agrees to use the Proprietary Marks only (a) for the operation of the Independent Financial Advisor Business, (b) in connection with Products & Services approved in the Manuals for use in connection with the Proprietary Marks, or (c) in advertising approved by Ameriprise Financial for the Independent Financial Advisor Business.
  - (3) Unless otherwise authorized or required by Ameriprise Financial, Independent Advisor agrees to operate and advertise the Independent Financial Advisor Business only under the Proprietary Marks, and shall use all Proprietary Marks without prefix or suffix in the manner required by Ameriprise Financial.
  - (4) Independent Advisor agrees to identify himself or herself as the owner of the Independent Financial Advisor Business in conjunction with any use of the Proprietary Marks in the manner required by Ameriprise Financial.
  - (5) Independent Advisor's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of the rights of Ameriprise Financial.
  - (6) Independent Advisor agrees to not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Ameriprise Financial.
  - (7) Independent Advisor agrees to execute any documents deemed necessary by Ameriprise Financial to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.
  - (8) If any application for registration is, or has been, filed in any country by Independent Advisor that relates to any name, mark, or domain name which, in the sole opinion of Ameriprise Financial, is confusingly similar, deceptive or misleading with respect to the Proprietary Marks, Independent

Advisor will immediately abandon any such application or registration or, at Ameriprise Financial's sole discretion, assign it to Ameriprise Financial. Independent Advisor hereby provides Ameriprise Financial with full power of attorney to implement the transfer of the name, mark, or domain name and Independent Advisor agrees to respond within forty-eight hours to all requests from the relevant registrars to implement the transfer. Independent Advisor will reimburse Ameriprise Financial for all costs and expenses of any name, mark, or domain name or other transfer of rights here under, opposition, cancellation, or related legal proceedings, including attorney's fees, instigated by Ameriprise Financial in connection with such application or registration.

- (9) Independent Advisor will not register any domain name containing any Proprietary Mark of Ameriprise Financial or any confusingly similar variants. As solely determined by Ameriprise Financial, if Independent Advisor has registered any such domain name, Independent Advisor, as a condition of this Agreement agrees to assign all right, title and interest in and to such domain name to Ameriprise Financial.
- (10) Independent Advisor will cause the designation "®", "SM" or "TM", as appropriate, to appear immediately after, on the upper right of the Proprietary Marks on all advertising and promotional material and will, in addition, cause to appear on all advertising and promotional materials and all forms, invoices, stationery, business cards and other documents and materials of any kind bearing the Proprietary Marks such designations, legend, or markings or notices as may be necessary, or as Ameriprise Financial may require, to give notice of the status of the Proprietary Marks and Ameriprise Financial's rights and interests therein.
- (11) Independent Advisor agrees to promptly notify Ameriprise Financial of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks or any challenge to Ameriprise Financial's ownership of, Ameriprise Financial's right to use and to license others to use or Independent Advisor's right to use the Proprietary Marks. Independent Advisor acknowledges that Ameriprise Financial has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Ameriprise Financial has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Ameriprise Financial agrees to defend Independent Advisor against any third-party claim, lawsuit or demand arising out of Independent Advisor's authorized use of the Proprietary Marks in compliance with the terms of this Agreement and the Manuals. Independent Advisor agrees to execute any and all documents and do such acts as may, in the opinion of Ameriprise Financial, be necessary or advisable to maintain and protect the interests of Ameriprise Financial and Independent Advisor in the Proprietary Marks. Except to the extent that such litigation is the result of Independent Advisor's use in a manner inconsistent with the terms of this Agreement, Ameriprise Financial agrees to reimburse Independent Advisor for his or her out-of-pocket costs in doing such acts.

C. Independent Advisor expressly acknowledges and agrees that:

- (1) Ameriprise Financial and/or its affiliates are the owners of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Ameriprise Financial has the right to use and license others to use the Proprietary Marks;
- (2) The Proprietary Marks are valid and serve to identify the System, the Ameriprise Financial distributed Products & Services, and those who are authorized to operate under the System;
- (3) During the term of this Agreement and after its expiration or termination, Independent Advisor agrees not to directly or indirectly contest the validity of, Ameriprise Financial's ownership of or right to use and license others to use, the Proprietary Marks;
- (4) Independent Advisor's use of the Proprietary Marks does not give Independent Advisor any ownership interest or other interest in or to the Proprietary Marks;
- (5) Any and all goodwill arising from Independent Advisor's use of the Proprietary Marks shall inure solely and exclusively to the benefit of Ameriprise Financial, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Independent Advisor's use of the System or the Proprietary Marks;
- (6) The license of the Proprietary Marks granted hereunder to Independent Advisor is nonexclusive, and Ameriprise Financial thus has and retains the rights, among others: (a) to use the Proprietary Marks itself in connection with selling products and services (including Products & Services that



Independent Advisor will offer and sell); (b) to grant other licenses for the Proprietary Marks, including to licensees outside of the System; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Independent Advisor; and

- (7) Ameriprise Financial reserves the right to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder at Ameriprise Financial's sole discretion. In such event, Independent Advisor agrees, at its expense, to comply with such modification or substitution within a reasonable time after notice by Ameriprise Financial.

## 9. MANUALS.

- A. To promote the highest standards of operation under the System, Ameriprise Financial has prepared Confidential Manuals (the “**Manuals**”), to which you will be granted access by a method selected by us, and which include but are not limited to: the Confidential Operations and Compliance Manual; the Compensation Reference Guide (defined below); and bulletins, manuals, policies, and procedures setting forth the minimum standards for the Independent Financial Advisor Business, including Client Satisfaction, communications, Compliance, use of the Proprietary Marks, processing procedures, privacy policies, signage, the Code of Conduct, and the Individual Treatment Policy. We will provide the Manuals to you in a hardcopy, CD-ROM or electronic access or other reasonable method.
- B. To protect the goodwill and reputation of Ameriprise Financial and the System, Independent Advisor agrees to operate the Independent Financial Advisor Business in accordance with the required professional standards set forth in the Manuals.
- C. Independent Advisor agrees to treat the Manuals and any other materials created for or approved for use in operating the Independent Financial Advisor Business, and the information contained therein, as confidential, and shall maintain such information as secret and confidential. Independent Advisor agrees to not copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.
- D. The Manuals shall remain the sole property of Ameriprise Financial and shall be securely stored by Independent Advisor.
- E. Ameriprise Financial may make reasonable interpretations and revise the contents of the Manuals from time-to-time. For business changes to the Manuals, Ameriprise Financial will provide Independent Advisor with reasonable notice. Such revisions may include the introduction of new fees and revisions to any of the fees set forth in the Manuals, this Agreement, or the Franchise Disclosure Document (including the Association Fee). Ameriprise Financial further agrees to provide Independent Advisor with sixty (60) days' written notice of any non-regulatory changes which reduce the GDC (Gross Dealer Concession) Payout Rate as defined in such Manuals. Independent Advisor agrees to comply with the required procedures identified in the revised Manuals. Any notice of revision to the Manuals may be made by revising the Manuals and notifying Independent Advisor of such revisions by any reasonable means, including, but not limited to, electronic access as noted in this section.
- F. Independent Advisor agrees to ensure the Manuals are kept current at all times. In the event of any dispute as to the contents of the Manuals, the terms of the most recently communicated Manuals supersede all previous Manuals.
- G. Any required specifications, standards, and operating procedures exist to comply with regulatory requirements, to protect the System and the Proprietary Marks, and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take over those matters that are reserved to Independent Advisor.

## 10. CONFIDENTIAL INFORMATION.

- A. Independent Advisor has or may have access to Ameriprise Financial confidential information and trade secrets that Independent Advisor agrees has great value to Ameriprise Financial. Independent Advisor agrees that because of such access, Independent Advisor is in a position of trust and confidence with respect to this information. To protect Client confidentiality, Ameriprise Financial goodwill, trade secrets, and other proprietary and confidential business information, Independent Advisor agrees to not, during the term of this Agreement or anytime thereafter, except as permitted under Section 14 regarding transfers of the Independent Financial Advisor Business, communicate, divulge, or use for himself or herself except pursuant to the System, or for the benefit of any other person, association, corporation or

partnership any confidential information or trade secrets, including but not limited to, Client names, addresses, and data and know-how concerning the methods of operation of the System and the business franchised hereunder that may be communicated to Independent Advisor or of which Independent Advisor may be apprised by virtue of Independent Advisor's operation under the terms of this Agreement. Independent Advisor also shall not reveal any information about potential clients to whom a presentation has been made by any Independent Advisor who might reasonably be expected to do business with Ameriprise Financial. Independent Advisor agrees to divulge such confidential information only to such of his or her employees as must have access to it in order to operate the Independent Financial Advisor Business. Except as otherwise permitted in Section 19, Independent Advisor agrees that, without limitation, Client names, addresses, data and other personal and financial information contained and recorded in Client records are confidential and the property of Ameriprise Financial. Confidential information, includes but is not limited to: compilations and lists of such Client information even if such compilations or lists were the result of substantial effort, time, and/or money expended pursuant to the System. Independent Advisor further agrees to use this confidential information only in furtherance of this Agreement or in accordance with the Manuals and for no other purpose. Confidential information does not include information which is generally known outside of Ameriprise Financial other than as a result of a disclosure by Independent Advisor, Independent Advisor's agents or representatives, or any other person or entity in breach of any contractual, legal or fiduciary obligation of confidentiality to Ameriprise Financial or to any other person or entity with respect to such information.

- B. At Ameriprise Financial's request, Independent Advisor agrees to require any personnel having access to any confidential information of Ameriprise Financial or information about Clients or potential clients to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by or association with Independent Advisor in the Independent Financial Advisor Business. Such covenants shall be in a form satisfactory to Ameriprise Financial, including, without limitation, specific identification of Ameriprise Financial as a third-party beneficiary of such covenants with the independent right to enforce them.
- C. Independent Advisor understands and agrees that it will come into possession of certain of Ameriprise Financial's trade secrets concerning the manner in which Ameriprise Financial conducts business, including, without limitation: methods of doing business or business processes; strategic business plans; Client information and Client lists; marketing and promotional campaigns; and any other materials clearly marked or labeled as trade secrets. Independent Advisor agrees that the forgoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is confidential and/or private, valuable, and constitutes trade secrets belonging to Ameriprise Financial. Independent Advisor agrees that Ameriprise Financial derives independent economic value from the forgoing information not being generally known to, and not being readily ascertainable through proper means by another person. Independent Advisor agrees to take reasonable measures, as Ameriprise Financial may described further in the Manuals, to keep such information secret. Upon termination of this Agreement, Independent Advisor will not use, sell, teach, train, or disseminate in any manner to any other person, firm, corporation, or association any trade secret pertaining to Ameriprise Financial's business and/or the manner in which it is conducted.

## 11. ACCOUNTING AND RECORDS.

- A. Independent Advisor agrees to record all transactions on a computer system that meets the specifications of Ameriprise Financial, or on any other equipment specified by Ameriprise Financial in the Manuals or otherwise in writing. Independent Advisor agrees to prepare and shall preserve for the time period required by the Ameriprise Record Retention Schedule their preparation, complete and accurate books, records, and accounts in accordance with the Manuals, including but not limited to, the Operations and Compliance Manuals, as defined in this Agreement.
- B. Independent Advisor agrees to, at Independent Advisor's expense, submit to Ameriprise Financial, in the form prescribed by Ameriprise Financial, such reports, forms, records, information, and data as Ameriprise Financial may require to comply with regulatory requirements or to respond to a Client complaint or lawsuit.
- C. All original and copies of records, in any format, containing Client lists and/or information and transactions belong to Ameriprise Financial and must be returned to Ameriprise Financial upon termination or expiration of this Agreement, unless Independent Advisor transfers the Independent Financial Advisor Business as provided in Section 14. In order to permit Ameriprise Financial to fulfill its regulatory

requirements, Ameriprise Financial and its designated agents shall have the right at all reasonable times, with or without notice to Independent Advisor, to examine and copy any books and records, including computerized books and records related to the Independent Financial Advisor Business.

## 12. ADVERTISING AND PROMOTION.

### A. Ameriprise Financial Advertising Fund.

- (1) Recognizing the value of advertising and promotion to Ameriprise Financial and the Independent Financial Advisor Business and the importance of coordinated advertising and promotional programs in furtherance of the goodwill and public image of the System, the Parties agree as follows:
  - i. Ameriprise Financial has the right, but not the obligation, to establish the System's advertising fund (the "Fund"). Part of the Association Fee paid by Independent Advisors may be used for this Fund.
  - ii. If established, the Fund shall be maintained and administered by Ameriprise Financial, as follows:
    - a) Ameriprise Financial agrees to direct all programs conducted through the Fund, with sole discretion over the concepts, materials, and media used in such programs and the allocation and placement thereof. Independent Advisor acknowledges and agrees that the Fund is intended to maximize general promotion of the Proprietary Marks and the Products & Services; and that Ameriprise Financial is not obligated, in administering the Fund, to make expenditures for Independent Advisor which are equivalent or proportionate to Independent Advisor's contribution or to ensure that any particular advisor benefits directly or pro rata from expenditures by the Fund.
    - b) The Fund, all contributions thereto, and any earnings thereon shall be used exclusively to promote the Proprietary Marks and the Products & Services, including to meet the costs of preparing, directing, conducting, and administering advertising, marketing, public relations, and/or promotional materials and programs, reasonable costs of administering the Fund (including the cost of employing advertising, public relations, and other third party agencies; accounting expenses; and the actual costs of salaries and fringe benefits paid to Ameriprise Financial's employees engaged in administration of the Fund), and any other activities which Ameriprise Financial believes will enhance the image of the System, including the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; conducting and administering in office promotions; and providing promotional and other marketing materials and services to the businesses operating under the System.

### B. Regional/Local Advertising Campaigns.

- (1) Ameriprise Financial may designate any geographical area for purposes of establishing a regional or local advertising and promotional campaign ("**Campaign**") and to determine whether a Campaign is applicable to the Independent Financial Advisor Business. If a Campaign has been established and is applicable to the Independent Financial Advisor Business, at Independent Advisor's option and expense, Independent Advisor may become a member of such Campaign. The following provisions shall apply to each Campaign.
  - i. Each Campaign shall be coordinated by Ameriprise Financial or Ameriprise Financial's designees (such as Ameriprise Financial's Regional Vice Presidents), and shall commence operation on a date approved in advance by Ameriprise Financial in writing.
  - ii. Each Campaign shall be established and organized for the exclusive purpose of administering regional or local advertising programs and developing, subject to Ameriprise Financial's approval, standardized advertising materials for use by the members in local advertising.
  - iii. No advertising or promotional materials or plans may be used by a Campaign or furnished to its members without the prior approval of Ameriprise Financial to conform to regulatory requirements and to protect the value of the Proprietary Marks. All such plans and materials

shall be submitted to Ameriprise Financial in accordance with the procedure set forth in this Section.

- iv. Each Independent Advisor who is a member of the Campaign agrees to submit to the Campaign, his or her contribution together with such other reports or statements as may be required by Ameriprise Financial or by the Campaign.
- v. Only Independent Advisors who are members of the Campaign will receive leads resulting from the Campaign.

C. Independent Advisor Advertising.

- (1) All advertising and promotion by Independent Advisor shall be in such media, of such type, and format as Ameriprise Financial may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as Ameriprise Financial may specify to conform to regulatory requirements and to protect the value of the Proprietary Marks. Independent Advisor agrees to not use any advertising or promotional plans or materials unless and until Independent Advisor has received written approval from Ameriprise Financial, pursuant to the procedures and terms set forth in this Section or in the Manuals. Independent Advisor agrees to submit samples of all advertising and promotional plans and materials to Ameriprise Financial, for Ameriprise Financial's prior approval if such plans and materials have not been prepared or previously approved by Ameriprise Financial within the prior one-year period. Independent Advisor agrees to not use such plans or materials until they have been approved in writing by Ameriprise Financial.
- (2) Ameriprise Financial may make available to Independent Advisor, at Independent Advisor's expense, preapproved advertising plans and promotional materials, including newspaper mats, merchandising materials, sales aids, point of purchase materials, special promotions, direct mail materials, and similar advertising and promotional materials. Ameriprise Financial may derive revenue on making available such advertising and promotional materials to Independent Advisors.
- (3) If Independent Advisor has the appropriate licenses and satisfies all regulatory requirements, Independent Advisor may obtain listings for the Independent Financial Advisor Business in telephone directories. The content and appearance of any telephone listing shall conform to Ameriprise Financial's pre-approved format, to conform to regulatory requirements and to protect the value of the Proprietary Marks.
- (4) If Ameriprise Financial believes that any advertising or promotional materials may cause a conflict with protecting the value of the Proprietary Marks, Independent Advisor must cease the use of such advertising or promotional materials or amend to meet Ameriprise Financial standards. Ameriprise Financial has final approval authority over the materials.

- D. Websites. Independent Advisor specifically acknowledges and agrees that all websites and internet advertising, including any revisions, must be approved in advance by, and must be in a format designed by, Ameriprise Financial.

13. ERRORS AND OMISSIONS AND OTHER INSURANCE PROGRAMS.

- A. Errors and Omissions. During the term of this Agreement, Independent Advisor agrees to participate in Ameriprise Financial's Errors and Omissions Program protecting Independent Advisor, Ameriprise Financial, Ameriprise Financial's affiliates, and their respective officers, directors, employees, partners, and agents against demands or claims arising or occurring in connection with the Independent Financial Advisor Business as a result of errors or omissions, as defined in the Manuals. Such program may be provided by Ameriprise Financial or at Ameriprise Financial's sole discretion, written by a carrier or carriers approved by Ameriprise Financial, shall name Ameriprise Financial and Ameriprise Financial's affiliates as additional parties as specified by Ameriprise Financial, and shall provide at least the types and minimum amounts of coverages specified in the Manuals. Independent Advisor agrees to pay any fees required to participate in the Errors and Omissions program which will be deducted from the portion of Compensation due to the Independent Advisor. The fees for the Errors and Omissions coverage per Independent Advisor will vary depending on (1) the amount of coverage chosen and (2) the number of Associate Financial Advisors employed or contracted by Independent Advisor.
- B. Other Insurance. Ameriprise Financial recommends that Independent Advisor procure, prior to



commencement of any operations under this Agreement, and maintain in full force and effect at all times during the term of this Agreement, at Independent Advisor's expense, an insurance policy or policies protecting Independent Advisor against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Independent Financial Advisor Business, including, but not limited to, comprehensive general liability insurance, property insurance, automobile liability, workers compensation or employment practice liability insurance, if applicable. For good risk management purposes, Ameriprise Financial recommends that any insurance policy or policies procured by Independent Advisor with respect to the Independent Financial Advisor Business, also protect Ameriprise Financial, Ameriprise Financial's affiliates, and their respective officers, directors, employees, partners, and agents. Independent Advisor acknowledges and agrees to indemnify Ameriprise Financial as provided in Section 21 hereof.

#### 14. SUCCESSION PLANNING.

- A. Ameriprise Financial Transfer. Ameriprise Financial shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, provided that any designated assignee of Ameriprise Financial will agree to become solely responsible for all obligations of Ameriprise Financial under this Agreement from the date of assignment. Independent Advisor agrees to execute such documents of acknowledgment or otherwise as Ameriprise Financial shall request.
- B. Independent Advisor Transfer with Ameriprise Financial Consent. Independent Advisor understands and acknowledges that the rights and duties set forth in this Agreement are personal to Independent Advisor, and that Ameriprise Financial has granted this franchise in reliance on Independent Advisor's business skill, financial capacity, and personal character. Accordingly, neither Independent Advisor nor any immediate or remote successor to any part of Independent Advisor's interest in this Agreement or in the Independent Financial Advisor Business shall sell, assign, transfer, convey, pledge, encumber, merge, or give away (collectively, "**transfer**") any direct or indirect interest in this Agreement or in all or any portion of the assets of the Independent Financial Advisor Business without the prior written consent of Ameriprise Financial. Any purported assignment or transfer not having the written consent of Ameriprise Financial required by this Section 14 shall be null and void and shall constitute a material breach of this Agreement, for which Ameriprise Financial may immediately terminate without opportunity to cure pursuant to Section 17 of this Agreement.
- C. Conditions for Consent of Transfer. Independent Advisor agrees to notify Ameriprise Financial in writing of any proposed transfer of any direct or indirect interest in this Agreement, in all or any portion of the assets of the Independent Financial Advisor Business, or in any client accounts at least thirty (30) days prior to such transfer is proposed to take place, as set forth the Manuals. Independent Advisor agrees to provide Ameriprise Financial with such documentation and information relating to the offer as Ameriprise Financial may require. Ameriprise Financial may withhold its consent of any transfer: (1) if the transferee is not eligible to enter into a Franchise Agreement; (2) if the proposed transfer is to a corporation, limited liability company or partnership; or (3) for any other reasonable reason. Moreover, without limiting the preceding, upon a transfer, Ameriprise Financial requires all of the following as conditions of its approval:
- (1) That all of Independent Advisor's accrued monetary obligations and all other outstanding obligations to Ameriprise Financial and its affiliates related to the Independent Financial Advisor Business have been resolved to Ameriprise Financial's satisfaction.
  - (2) That Independent Advisor is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Independent Advisor and Ameriprise Financial or its affiliates.
  - (3) That Independent Advisor agrees to have executed a general release, in a form satisfactory to Ameriprise Financial, of any and all claims against Ameriprise Financial and its affiliates, and their respective officers, directors, shareholders, and employees as more fully described in the Manuals.
  - (4) That: (a) if the transferee is not an Independent Advisor under the System, the transferee execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the then-current form of Franchise Agreement and other ancillary agreements, including the applicable Addendum No. 3, as Ameriprise Financial may require for the Independent Financial Advisor Business, which agreements shall supersede this Agreement

in all respects; or (b), if the transferee is an Independent Advisor under the System, the transferee enter into a written assignment, in a form satisfactory to Ameriprise Financial, assuming and agreeing to discharge all of Independent Advisor's obligations under the terms of the transferee's existing franchise agreement with Ameriprise Financial.

- (5) That the transferee demonstrates to Ameriprise Financial's satisfaction that transferee has all appropriate permits, certificates, licenses, and training which may be required by Ameriprise Financial, FINRA, and governmental and regulatory agencies; be in compliance with the minimum requirements to be in good standing with this Agreement as set forth in Section 5 and has adequate resources, both financial and operational, and capital to operate the Independent Financial Advisor Business.
- (6) That Independent Advisor remain liable for all of the obligations to Ameriprise Financial in connection with the Independent Financial Advisor Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by Ameriprise Financial to evidence such liability.
- (7) That the transferee, as part of the Initial Fee, complete any orientation programs then in effect for Independent Advisors upon such terms and conditions as Ameriprise Financial may reasonably require.
- (8) That the transferee agree to reasonable conditions as specified by Ameriprise Financial in the Manuals, or otherwise in writing, in recognition of Ameriprise Financial's waiver of its right of first refusal, pursuant to Section 14(F) below.
- (9) That the transfer is in good faith.
- (10) That Independent Advisor pay a transfer fee as fully described in the Manuals, at Ameriprise Financial's request, to reimburse Ameriprise Financial for administration of reassigning clients. A transfer fee may also be required should Independent Advisor relinquish clients to Ameriprise Financial.

Ameriprise Financial may expand upon and provide more details related to the conditions for transfer and Ameriprise Financial's consent as described in this Section 14(C), and may do so in the Manuals, or otherwise in writing.

- D. Ameriprise Financial Termination of Franchise Agreement for Cause. If this Agreement is terminated for reasons outlined in Section 17 hereof, with the exception of paragraphs B. (4) and/or (17), or abandonment of practice, Ameriprise Financial will honor any agreement with another Independent Advisor that is consistent with Ameriprise Financial's succession planning policies.
- E. Ameriprise Financial Approval at Time of Succession Planning Agreement and Transfer. If Independent Advisor has entered into a succession planning agreement with the transferee, Ameriprise Financial has the right to review the transferee under the conditions of Section 5 and Section 14 of this Agreement both at the time the succession planning agreement was entered into, at the time of the proposed transfer, and at the time of any subsequent amendments, whether oral or written. If Independent Advisor participates in any special optional programs, additional transfer requirements may apply as further described in the Manuals.
- F. Ameriprise Financial's Right to Purchase. If less than ninety (90) days prior to any proposed transfer, Independent Advisor has entered into a succession planning agreement with a transferee, Ameriprise Financial shall have the right and option to purchase the Independent Financial Advisor Business on the same terms and conditions as described in the succession planning agreement at any time up to the date of transfer.

If ninety (90) days or more prior to the proposed transfer, Independent Advisor has entered into a succession planning agreement with a transferee:

- (1) Ameriprise Financial shall have the option and right, exercisable within thirty (30) days of Ameriprise Financial's receipt of an executed succession planning agreement, to purchase the Independent Financial Advisor Business on the same terms and conditions as described in the succession planning agreement.
- (2) If Ameriprise Financial has not exercised the opportunity to buy or right of first refusal, as described in this Section 14, Ameriprise Financial agrees to not have a right or option to purchase the Independent Financial Advisor Business at the time of the proposed transfer. If Ameriprise

Financial elects not to purchase the Independent Financial Advisor Business, any material change thereafter in the terms of the offer from a transferee shall constitute a new offer subject to the same rights of first refusal by Ameriprise Financial as in the case of the transferee's initial offer. Failure of Ameriprise Financial to exercise the option afforded by this Section 14 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14 with respect to a proposed transfer.

- (3) If, upon Ameriprise Financial's offer to purchase the Independent Financial Advisor Business on similar terms and conditions, Independent Advisor chooses not to sell to Ameriprise Financial, Independent Advisor has the right to withdraw the offer to enter into a succession planning agreement and continue operating the Independent Financial Advisor Business.

G. Ameriprise Financial's Purchase of Independent Financial Advisor Business. If Ameriprise Financial elects to purchase the Independent Financial Advisor Business pursuant to Section 14(F) hereof, closing on such purchase shall occur within thirty (30) days with a specified transfer date from the date of notice to the seller of the election to purchase by Ameriprise Financial. In the event the consideration, terms, and/or conditions offered by a transferee are such that Ameriprise Financial may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Ameriprise Financial may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the transferee, an independent appraiser shall be designated and mutually agreed upon by Ameriprise Financial and Independent Advisor, at Ameriprise Financial's expense, and the appraiser's determination shall be binding.

H. Transfer upon Death, Mental or Physical Incapacity. Ameriprise Financial encourages Independent Advisor, for a variety of business reasons, including anticipation of death, mental or physical incapacity, to execute an agreement with another Independent Advisor, consistent with the succession planning policies in this Section 14. The Independent Financial Advisor Business will immediately transfer to the designated Independent Advisor, upon the death, mental or physical incapacity of Independent Advisor, provided the transferee is still meeting the requirements in Sections 5 and 14 at the time of the transfer. Such transfers, including but not limited to, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. In the event an agreement does not exist, Ameriprise Financial, for a management fee, will manage the Independent Financial Advisor Business for up to ninety (90) days from the death, mental or physical incapacity of Independent Advisor, until the Independent Advisor, executor, or other personal representative can find a buyer for Ameriprise Financial to review. Independent Advisor agrees and understands the Clients of Independent Advisor may be reassigned to other advisors to receive service during this ninety-day period. The management fee (further described in the Compensation Reference Guide) equals all the compensation, including but not limited to trailing compensation and service fees, generated from the Independent Financial Advisor Business while a buyer is being located and approved. The estate is responsible for all expenses relating to the Independent Financial Advisor Business during this time. If the Independent Financial Advisor Business is not disposed of within ninety (90) days after such death, mental or physical incapacity, Ameriprise Financial may terminate this Agreement, pursuant to Section 17 hereof.

I. No Waiver of Claims upon Transfer. Ameriprise Financial's consent to a transfer of any interest in this Agreement or in all or any portion of the assets of the Independent Financial Advisor Business, or any client accounts shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Ameriprise Financial's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

J. No Security Interest without Ameriprise Financial Consent. Independent Advisor agrees to not grant a security interest in the Independent Financial Advisor Business or in any of the assets of the Independent Financial Advisor Business, without the prior written consent of Ameriprise Financial.

## 15. COMPLIANCE AND INSPECTIONS.

A. Independent Advisor agrees to comply with the required policies and procedures set forth in the Manuals as defined herein and the Individual Treatment Policy. Compliance with all applicable laws and regulations, and such policies and procedures are required to ensure that Ameriprise Financial and Independent Advisor are in good standing with the regulators. Independent Advisor agrees to timely obtain and maintain all licenses and registrations with Ameriprise Financial necessary for the full and proper conduct of the Independent Financial Advisor Business and the offering of Products & Services,



including any required FINRA, state securities and/or insurance licenses, licenses to do business, state investment adviser registrations, sales tax permits, and/or clearances. Independent Advisor understands the lack of a license or registration may prevent the Independent Advisor from conducting business and receiving compensation. Independent Advisor is an associated person of Ameriprise Financial and agrees to be supervised for regulatory compliance purposes by the Registered Principal as described in the Manuals. To ensure a high level of regulatory compliance, Independent Advisor agrees to promptly respond to requests for information from, and to provide original records and documents to, Registered Principals and Ameriprise Financial employees and agents, including Region Risk Directors and Regional Registered Principals, upon demand.

- B. Independent Advisor agrees to immediately notify Ameriprise Financial of the occurrence of any of the following events: (1) inspection, investigation, notice, request or citation of Independent Advisor or the Independent Financial Advisor Business by FINRA, the Securities and Exchange Commission ("SEC"), state securities regulators, state insurance commissioners or any other governmental or regulatory agencies; (2) suspension of any license or registration related to the Independent Financial Advisor Business or the sale of any Products or Services; (3) alleged violation of any federal, state, local, or FINRA laws or regulations related to Products or Services, or to the Independent Financial Advisor Business; (4) action, suit, disciplinary proceeding or other proceeding, and/or the issuance of any fine, sanction, order, writ, injunction, award, judgment, or decree of FINRA or any court, regulator, agency, or other governmental instrumentality, against Independent Advisor or which may adversely affect Independent Advisor or the operation or financial condition of the Independent Financial Advisor Business; or (5) Client complaints.
- C. Independent Advisor agrees to permit Ameriprise Financial, the Registered Principals, Region Risk Directors, Regional Registered Principals, Ameriprise Financial's agents and employees, and governmental and regulatory agencies required to have access by law (collectively, the "**Inspectors**") to enter upon the Premises at any time, with or without notice to Independent Advisor, during normal business hours for the purpose of conducting inspections to confirm compliance with the terms of this Agreement, the Manuals and applicable rules and regulations; shall cooperate with Inspectors in such inspections by rendering such assistance as they may reasonably request, including providing access to all originals and copies of books and records, including electronic books and records; and, upon notice from Inspectors, and without limiting Ameriprise Financial's other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection within a reasonable time as determined by Ameriprise Financial. Independent Advisor understands that all such books and records are the property of Ameriprise Financial, not Independent Advisor, and that all such books and records, including all copies and electronic files, shall be given to Ameriprise Financial upon the termination of this Agreement.
- D. In accordance with FINRA requirements, Ameriprise Financial agrees to investigate and resolve complaints and compliance issues involving Independent Advisor. Ameriprise Financial agrees to provide Independent Advisor with an opportunity to respond to complaints and supply documentation, but Ameriprise Financial maintains the right to settle these issues. Independent Advisor will have access to an internal appeals process should a dispute on the resolution of a case occur. Ameriprise Financial may assess applicable settlement costs, subject to whatever offsets, if any, are afforded Independent Advisor by the Ameriprise Financial errors and omissions program, and fines against Independent Advisor for failure to comply with regulatory requirements and company policies as set forth in the Manuals. These costs and fines may be deducted directly from Independent Advisor's Compensation or any amounts otherwise due to Independent Advisor by Ameriprise Financial; however, Ameriprise Financial agrees to allow either or both to be paid directly to Ameriprise Financial should the Independent Advisor so choose.

## 16. ADDITIONAL SUPERVISION.

- A. Ameriprise Financial, at its sole discretion, may apply additional supervision to Independent Advisor for a period of time and place certain restrictions on Independent Advisor and/or the Independent Financial Advisor Business. Restrictions may include, but are not limited to: (1) terminating some of Independent Advisor's rights to offer Products & Services; (2) suspending or placing restrictions on Independent Advisor's rights to operate the Independent Financial Advisor Business and/or offer Products & Services; (3) requiring Independent Advisor to obtain additional training; (4) imposing heightened supervision of Independent Advisor and the Independent Financial Advisor Business; (5) reducing the payout to which Independent Advisor would otherwise be entitled; (6) stopping all payments to Independent Advisor

during any suspension and reassign Clients of Independent Advisor to another Independent Advisor or Ameriprise Financial who shall receive all compensation including, but not limited to: commission, loads, asset management fees, trailing compensation, and service fees to which Independent Advisor would have been eligible; (7) deeming Independent Advisor ineligible to earn or receive special designation, incentive and recognition awards, and trips; and (8) such other requirements that Ameriprise Financial may require, effective immediately upon the provision of notice to Independent Advisor (in the manner provided under Section 23 hereof).

- B. Upon notice from Ameriprise Financial that Independent Advisor has been placed on additional supervision, Independent Advisor agrees to immediately comply with the terms of such supervision. Independent Advisor's failure to comply with the additional supervision terms shall be deemed a default under the "Immediate Termination" provision of Section 17 hereof.

## 17. DEFAULT AND TERMINATION.

- A. Termination by Independent Advisor. Independent Advisor may terminate this Agreement upon fourteen (14) days' written notice to Ameriprise Financial in the manner provided in Section 23 hereof and, if applicable, Addendum No. 3 hereto. The fourteen-day period shall begin on the day the written notice is received by Ameriprise Financial and continue through and include the fourteenth day thereafter. The termination shall take effect on the date specified in the notice or as directed by Ameriprise Financial.
- B. Immediate Termination with Cause. Upon the occurrence of any of the following events of default, Ameriprise Financial may, at its option, terminate this Agreement and all rights granted hereunder, which events shall constitute good cause to the extent permitted by law, without affording Independent Advisor any opportunity to cure the default, effective immediately upon the provision of notice to Independent Advisor (in the manner provided under Section 23 hereof). In the event Ameriprise Financial believes any law may prohibit the immediate termination of this Agreement, Ameriprise Financial may immediately suspend Independent Advisor who shall remain suspended until such time as Ameriprise Financial either terminates this Agreement or ends the suspension. Any Independent Advisor who is suspended must temporarily cease operations, although such Independent Advisor will receive compensation that Independent Advisor is entitled as set forth in the Manuals at the time the suspension is lifted:
- (1) If Independent Advisor fails to locate an approved site or to open the Independent Financial Advisor Business within the time limits provided in Section 6 hereof;
  - (2) If Independent Advisor fails to complete the initial orientation program described in Section 7 hereof to Ameriprise Financial's satisfaction;
  - (3) If Independent Advisor, at any time, ceases to operate or otherwise abandons the Independent Financial Advisor Business, enters into an unauthorized agency agreement with a competitor or imminently plans to do so or otherwise forfeits the right to do or transact business in the jurisdiction where the Independent Financial Advisor Business is located. However, if, through no fault of Independent Advisor, the Location is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter or Independent Advisor loses the right of possession of the Location, then Independent Advisor agrees to have sixty (60) days after such event in which to apply for Ameriprise Financial's approval to relocate the Independent Financial Advisor Business, which approval shall not be unreasonably withheld;
  - (4) If Independent Advisor is charged with, pleads nolo contendere to or is convicted of a felony, becomes subject to statutory disqualification by FINRA, or is convicted of a crime involving moral turpitude or dishonesty or any other crime or offense that Ameriprise Financial believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Ameriprise Financial's interest therein, or if Ameriprise Financial has reasonable proof that Independent Advisor has engaged in any of the above conduct;
  - (5) If Independent Advisor fails to obtain or loses any appropriate licenses which may be required by Ameriprise Financial, the SEC, FINRA, and governmental and regulatory agencies to operate the Independent Financial Advisor Business or offer Products & Services;
  - (6) If any purported assignment or transfer of any direct or indirect interest in this Agreement or in all or any portion of all of the assets of the Independent Financial Advisor Business, or any client accounts, is made to any transferee without Ameriprise Financial's prior written consent, contrary to the terms of Section 14 hereof;

- (7) If an approved transfer is not effected within the time provided following death, mental or physical incapacity, as required by Section 14 hereof;
- (8) If Independent Advisor fails to comply with the covenants in Section 19 hereof or fails to obtain execution of the covenants required under Sections 10 or 19 hereof;
- (9) If, contrary to the terms of Sections 9 or 10 hereof, Independent Advisor discloses or divulges the contents of the Manuals or other confidential information provided to Independent Advisor by Ameriprise Financial;
- (10) If Independent Advisor knowingly maintains false books and/or records or submits any false reports to Ameriprise Financial;
- (11) If Independent Advisor is involved in misappropriating monies, fails to timely transmit Client funds or securities to Ameriprise Financial, engages in unauthorized activities or violates the policies or procedures set forth in the Manuals and/or the Individual Treatment Policy;
- (12) If Independent Advisor misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or Ameriprise Financial's rights therein;
- (13) If Independent Advisor refuses to permit an Inspector to inspect the Location, and/or the books, records or accounts of Independent Advisor upon demand;
- (14) If Independent Advisor, upon receiving a notice of default under Section 17 hereof entitled "Termination with an Opportunity to Cure Within Thirty (30) Days", fails to immediately initiate a remedy to cure such default;
- (15) If Independent Advisor, after curing a default pursuant to Section 17 hereof entitled "Termination with an Opportunity to Cure Within Thirty (30) Days", commits the same default again, whether or not cured after notice;
- (16) If Independent Advisor fails to comply with the terms of Additional Supervision; or
- (17) If Independent Advisor is alleged to have violated federal or state civil or common law that Ameriprise Financial believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Ameriprise Financial's interest therein.

C. Termination with an Opportunity to Cure Within Thirty (30) Days. Except as otherwise provided in Section 17 entitled "Immediate Termination With Cause" and Section 17 entitled "Termination with an Opportunity to Cure within One (1) Year," upon any other default by Independent Advisor, Ameriprise Financial may terminate this Agreement by providing written notice of termination (in the manner set forth under Section 23 hereof), stating the nature of the default, to Independent Advisor at least thirty (30) days prior to the effective date of termination; provided, however, that Independent Advisor may avoid termination by immediately initiating a remedy to cure such default, curing it to Ameriprise Financial's satisfaction, and by promptly providing proof thereof to Ameriprise Financial within the thirty (30) day period. If any such default is not cured within the specified time or such longer period as applicable law may require, this Agreement shall terminate without further notice to Independent Advisor, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require and Ameriprise Financial may re-assign any Clients assigned to Independent Advisor. Defaults which are susceptible of cure hereunder include the following illustrative events:

- (1) If Independent Advisor fails to substantially comply with any of the requirements imposed by this Agreement;
- (2) If Independent Advisor fails, refuses or neglects to promptly pay any monies owing to Ameriprise Financial or its affiliates when due, or to submit the financial or other information required by Ameriprise Financial under this Agreement;
- (3) Except as provided in Section 17 entitled "Immediate Termination With Cause", if Independent Advisor fails, refuses or neglects to obtain Ameriprise Financial's consent or prior written approval as required by this Agreement;
- (4) If Independent Advisor engages in any business or markets any product or service under a name or mark which, in Ameriprise Financial's sole opinion, is confusingly similar to the Proprietary Marks; or
- (5) If Independent Advisor fails to comply with the terms and conditions of Independent Advisor's

offer letter.

D. Termination with an Opportunity to Cure within One (1) Year. Upon the occurrence of any of the following events of default, determined annually, Ameriprise Financial may, at its option, terminate this Agreement and all rights granted hereunder, by giving written notice of termination (in the manner set forth under Section 23 hereof), stating the nature of the default, to Independent Advisor one (1) year prior to the effective date of termination; provided, however, that Independent Advisor may avoid termination by immediately initiating an approved written remedy to cure such default, curing it to Ameriprise Financial's satisfaction, and by providing proof thereof to Ameriprise Financial within such one (1) year period. If any such default is not cured within the one (1) year period, this Agreement shall terminate without further notice to Independent Advisor, effective immediately upon the expiration of such one (1) year period:

- (1) If Independent Advisor fails to maintain Client Satisfaction Standards of at least seventy percent (70%), as set forth in the Manuals; or
- (2) If Independent Advisor fails to maintain a registered office with the equipment, fixtures, and furnishings necessary to maintain professional standards for operation of the Independent Financial Advisor Business or if Independent Advisor fails to install signs, as set forth in the Manuals.

E. Subject to State Law. All provisions of Section 17 are subject to state law.

18. OBLIGATIONS UPON TERMINATION OR EXPIRATION.

Upon termination or expiration of this Agreement, all rights granted hereunder to Independent Advisor shall forthwith terminate although Independent Advisor's duties under this Agreement shall continue as specified in this Section 18, and:

A. Independent Advisor agrees to immediately cease operating the Independent Financial Advisor Business and Independent Advisor agrees to not thereafter, directly or indirectly, represent to the public or hold himself or herself out as a present or former franchisee of Ameriprise Financial.

If this Agreement is terminated for reasons outlined in Section 17 (Immediate Termination with Cause), with the exception of paragraphs B. (4) and/or (17), or because the Independent Advisor abandons the Independent Advisor's practice, Ameriprise Financial will honor any agreement with another Independent Advisor, consistent with the transfer of interest policies in Section 14, or, Independent Advisor can attempt to locate a buyer for Ameriprise Financial to approve. Independent Advisor agrees to release all client files to the Region Vice President or designate immediately upon termination. Ameriprise Financial, for a management fee, will manage the Independent Financial Advisor Business for up to ninety (90) days until a buyer can be found and approved. Independent Advisor agrees and understands the Clients of the Independent Advisor may be reassigned to other advisors to receive service during this period. The management fee (further defined in the Compensation Reference Manual) is all compensation including, but not limited to, trailing compensation which Independent Advisor would have been eligible while a buyer is being located and approved. During this ninety (90) day period, Independent Advisor agrees that Ameriprise Financial has the sole right to assign or reassign Clients in any manner it chooses, and that Independent Advisor shall have no legal or equitable claim against Ameriprise Financial for such assignment. If a buyer is not found and approved within the ninety (90) days after such termination, the Independent Financial Advisor Business agrees that the right to the equity in the Independent Advisor business is terminated. In the interests of good client relationships, Ameriprise Financial will assume continuous service to all Clients.

B. Independent Advisor agrees to immediately and permanently cease to use, in any manner whatsoever: any confidential methods, procedures, and techniques associated with the System; the Proprietary Marks; and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Independent Advisor agrees to cease use of, without limitation, all signs, advertising materials, displays, stationery, forms, products, social media, and any other articles which display the Proprietary Marks.

C. Independent Advisor agrees to make such modifications or alterations to the Premises immediately upon termination or expiration of this Agreement as may be necessary to distinguish the Premises from that of the Independent Financial Advisor Business under the System and to comply with all applicable laws and the Ameriprise Financial privacy policy, and shall make such specific additional changes thereto as Ameriprise Financial may reasonably request for the purpose identified herein. In the event Independent Advisor fails or refuses to comply with the requirements of this Section 18, Independent Advisor agrees



Ameriprise Financial has the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as Ameriprise Financial may require, at the expense of Independent Advisor, which expense Independent Advisor agrees to pay upon demand.

- D. If after Independent Advisor's termination, Independent Advisor remains in the same premises leased or otherwise occupied by other Ameriprise financial advisors, and structural or other alterations to the premises must be made for the reasons identified in Section 18D of the Franchise Agreement, Independent Advisor agrees to pay the full cost of such changes. Consistent with Ameriprise Financial's right to withhold sums due to Independent Advisor for up to six (6) weeks after termination and offset from such amounts all sums due from Independent Advisor to Ameriprise Financial or its affiliates, Ameriprise Financial may withhold amounts incurred for alterations. Independent Advisor will remain responsible for paying, and shall pay to Ameriprise Financial, all amounts incurred for all alterations to the premises.
- E. At Ameriprise Financial's expense, Ameriprise Financial reserves the right to add a forwarding message to any such telephone number no longer used by Independent Advisor, indicating the telephone number for Ameriprise Financial and for the departing Independent Advisor.
- F. Independent Advisor agrees, in the event he or she continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Ameriprise Financial's sole discretion, is likely to cause confusion, mistake, or deception, or which, in Ameriprise Financial's sole discretion, is likely to dilute Ameriprise Financial's rights in and to the Proprietary Marks. Independent Advisor further agrees not to utilize any designation of origin, description, or representation (including but not limited to reference to Ameriprise Financial, the System, or the Proprietary Marks) which, in Ameriprise Financial's sole discretion, suggests or represents a present or former association or connection with Ameriprise Financial, the System, or the Proprietary Marks.
- G. Independent Advisor agrees to promptly pay all sums owing to Ameriprise Financial and its affiliates including, but not limited to, any advance payment for refunded products and services. In the event of termination for any default of Independent Advisor, such sums shall include all damages, costs, and expenses (including reasonable attorneys' fees), and interest on such damages, costs and expenses incurred by Ameriprise Financial as a result of the default. Ameriprise Financial may withhold all sums due to Independent Advisor for up to six (6) weeks and may offset from such amounts all sums due from Independent Advisor to Ameriprise Financial or its affiliates. Any negative balance will require repayment by Independent Advisor.
- H. Unless otherwise mandated by state or federal law or governmental regulations, or required by Ameriprise Financial's privacy policy in existence at the time of Independent Advisor's termination, Independent Advisor agrees to immediately deliver to Ameriprise Financial the Manuals, Compliance Policy Manuals, and all other original and copies of records (including electronic or computer-generated copies, even if such copies were made in violation of this Agreement), including most recent financial plans and recommendations, computer databases and files, correspondence, and instructions containing confidential information relating to the System, all of which are acknowledged to be the property of Ameriprise Financial. Moreover, unless otherwise mandated by state or federal law, or governmental regulations, or required by the Ameriprise Financial privacy policy in existence at the time of Independent Advisor's termination, Independent Advisor agrees to immediately deliver to Ameriprise Financial the originals and copies of all Client records, including, for example, records containing Client lists and/or information and transactions belonging to Ameriprise Financial and to follow all other requirements under Ameriprise Financial's privacy policy. Independent Advisor also agrees that, in the event of Independent Advisor's incapacitation, abandonment of practice, or untimely death, Ameriprise Financial shall have the unrestricted right to enter the premises and seize all the materials referenced above.
- I. Independent Advisor agrees to immediately (1) discontinue use of any computer software developed for the System or Ameriprise Financial, (2) deliver to Ameriprise Financial all such computer software in Independent Advisor's possession or control and any copies made of such computer software, (3) erase or destroy any of such computer software contained in the computers or data storage devices under the control of Independent Advisor, and (4) remove such computer software from any other computer programs or software in Independent Advisor's possession or control that incorporates or uses such computer software in whole or in part following the decommission procedure as described in the Manuals.

J. Independent Advisor agrees to comply with the covenants contained in Section 19 hereof.

19. COVENANTS.

- A. Independent Advisor covenants that, during the term of this Agreement, Independent Advisor agrees to: (1) devote best efforts to the management and operation of the Independent Financial Advisor Business; and (2) except as otherwise approved in writing by Ameriprise Financial or after providing notice to Ameriprise Financial as specified in the Manuals, not be employed or engage in other business activities outside the Independent Financial Advisor Business.
- B. Independent Advisor specifically acknowledges that, pursuant to this Agreement, Independent Advisor will receive additional substantive rights as a franchisee of Ameriprise Financial. Independent Advisor also recognizes he or she will receive valuable and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Ameriprise Financial and the System. In recognition of and in consideration for these and other benefits, to protect the confidentiality of Ameriprise Financial's Client information and to protect Ameriprise Financial's goodwill, Independent Advisor covenants that:

- (1) During the term of this Agreement Independent Advisor agrees to not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity:
  - i. encourage, assist, participate, induce, or attempt to encourage, assist, participate or induce any Client or prospective business or customer to terminate an agreement with Ameriprise Financial, Ameriprise Financial's affiliates, Issuers, or any financial advisor business under the System;
  - ii. encourage, assist, participate, induce, or attempt to encourage, assist, participate or induce any Client or prospective business or customer to terminate, surrender, redeem, or cancel any action related to Products & Services acquired or ordered from or through Ameriprise Financial, Ameriprise Financial's affiliates, Issuers, or any financial advisor business under the System, except as provided in the Manuals or with Ameriprise Financial's written approval and consent;
  - iii. solicit any Clients that Independent Advisor contacted, serviced or learned about while operating under this Agreement to open an account other than an Ameriprise Financial account or to sell any investment, financial or insurance products or services other than through Ameriprise Financial with Ameriprise Financial's written approval and consent;
  - iv. open an account for, or provide or offer to provide any investment, financial, or insurance products or services to any Clients that Independent Advisor contacted, serviced or learned about while operating under this Agreement; and/or
  - v. encourage, induce, or attempt to encourage or induce or otherwise solicit any person who is employed by Ameriprise Financial or associated or affiliated with Ameriprise Financial as an Independent Advisor, independent contractor or agent to terminate their employment, association or other affiliation with Ameriprise Financial.
- (2) For one year after the expiration or termination of this Agreement, Independent Advisor agrees to not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity:
  - i. encourage, induce, or attempt to encourage or induce any Client that Independent Advisor contacted, serviced or learned about while operating under this Agreement to terminate an agreement with Ameriprise Financial, Ameriprise Financial affiliates, Issuers, or any financial advisor business under the System;
  - ii. encourage, induce, or attempt to encourage or induce any Client that Independent Advisor contacted, serviced or learned about while operating under this Agreement, to terminate, surrender, redeem, or cancel any action related to Products & Services acquired or ordered from or through Ameriprise Financial, Ameriprise Financial's affiliates, Issuers, or any financial advisor business under the System, except as provided in the Manuals or with Ameriprise Financial's written approval and consent;
  - iii. solicit any Clients that Independent Advisor contacted, serviced or learned about while operating under this Agreement for the purpose of the Client opening an account other than an Ameriprise Financial account, purchasing investment, financial, or insurance products or



services, purchasing any product or service, the type of which is offered by Ameriprise Financial, or purchasing any investment, financial or insurance products or services other than through Ameriprise Financial with Ameriprise Financial's written approval and consent; and/or

- iv. encourage, induce, or attempt to encourage or induce or otherwise solicit any person who is at that time employed by Ameriprise Financial or associated or affiliated with Ameriprise Financial as an Independent Advisor, independent contractor or agent to terminate their employment, association or other affiliation with Ameriprise Financial.
- (3) He or she will not disparage, during the term of this Agreement or thereafter, Ameriprise Financial, its affiliates, advisors, employees and/or Products & Services. Independent Advisor understands that nothing contained in this Agreement limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local governmental regulatory or law enforcement agency.

For purposes of this Section, an **"Issuer"** is a company or entity that issues Products & Services distributed or offered by Ameriprise Financial, Ameriprise Financial's affiliates, or Ameriprise Financial as the agent of another company.

- C. Independent Advisor understands and acknowledges that if Independent Advisor terminates this Agreement, Ameriprise Financial shall have the right to continue to actively offer all Products & Services to Clients Independent Advisor serviced at Ameriprise Financial.
- D. Upon expiration of this Agreement, Independent Advisor may have a right to revenue based on past Products & Services that have been purchased by Clients through the Independent Financial Advisor Business, as provided for in the Manuals, or otherwise with Ameriprise Financial's approval and consent.
- E. Independent Advisor acknowledges and agrees that Ameriprise Financial shall have the right, in its sole discretion, to reduce the scope or restrictiveness of any covenant set forth above or any portion thereof, without Independent Advisor's consent, effective immediately upon receipt by Independent Advisor of written notice thereof; and Independent Advisor agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 24 hereof. Independent Advisor agrees and understands that Ameriprise Financial's exercise of such discretion, as to the Independent Advisor who is the subject of this Agreement, or of any other Independent Advisor, shall not constitute a waiver of any of Ameriprise Financial's right to enforce this or any other agreements.
- F. Independent Advisor expressly agrees that the existence of any claims Independent Advisor may have against Ameriprise Financial, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Ameriprise Financial of the covenants in this Section 19.

At Ameriprise Financial's request, Independent Advisor agrees to obtain and furnish to Ameriprise Financial executed covenants similar in substance to those set forth in this Section 19 and, at the Independent Advisor's discretion, Addendum No. 3 (including covenants applicable upon the termination of a person's relationship with Independent Advisor and the provisions of Section 10 of this Agreement) from personnel (identified in the Manuals) employed or retained as an independent contractor by Independent Advisor or his or her agent. Every covenant required by this Section shall be in a form approved by Ameriprise Financial, including, without limitation, specific identification of Ameriprise Financial as a third-party beneficiary of such covenants with the independent right to enforce them.

- G. Independent Advisor agrees that to the fullest extent permitted by applicable law, Ameriprise Financial will be entitled to injunctive relief from a court or FINRA arbitration should Independent Advisor violate any of the covenants in this Section 19 and the provisions in Sections 10 and 18 (the "Sections") of this Agreement. Independent Advisor recognizes that Ameriprise Financial's remedies solely at law will be inadequate, that Ameriprise Financial will be irreparably harmed by violations of the provisions in the Sections, and thus that Ameriprise Financial will be entitled to injunctive relief to prevent future violations of the provisions in the Sections until a full and final resolution of any dispute may be had on the merits. If Independent Advisor has signed Addendum No. 3 but fails to comply with it, Ameriprise Financial shall be entitled to immediate injunctive relief to enforce at Ameriprise Financial's option, the covenants in Section 19, including 19B (1) and (2) Ameriprise Financial has the right to seek such injunctive relief in a court of competent jurisdiction, which relief shall extend until, and if, a decision on the merits of the same issue is rendered by a FINRA arbitration panel. Such election by Ameriprise Financial to seek judicial

relief shall not waive any rights Ameriprise Financial may have to arbitrate disputes arising under this Agreement, including rights to obtain damages from Independent Advisor in arbitration for violations of this Agreement.

- H. Nothing in this Agreement will prevent Independent Advisor from engaging in a competitive business consistent with the covenants in this Section 19, including serving as a consultant or financial advisor affiliated with another firm, after this Agreement expires or is terminated. Nothing in this Agreement will prohibit Independent Advisor from servicing and soliciting any Clients that Independent Advisor contacted, learned about or serviced while operating under an agreement with Ameriprise Financial more than one year after this Agreement expires or is terminated, provided that Independent Advisor makes no use directly or indirectly of any confidential or trade secret information, including but not limited to, client files and lists obtained from Ameriprise Financial.
- I. Upon Independent Advisor's request, Ameriprise Financial may, in its sole discretion, release Independent Advisor from any provisions in this Section 19, in whole or in part, for example to exclude specified family members from the provisions in this Section 19. Such requests by Independent Advisor must be in writing and any release to Independent Advisor must be provided in writing and signed by an officer of Ameriprise Financial. Any such release shall not act as a waiver of any other rights of Ameriprise Financial under this Agreement as such rights apply to any other Independent Advisor.
- J. In accordance with Section 10 hereof, all Clients shall be deemed Clients of Ameriprise Financial and not any individual Independent Advisor. Nonetheless, Independent Advisor shall have the opportunity, consistent with Section 14, to transfer Independent Advisor's interest in this Agreement, including the right to receive compensation, as more fully described in Section 14.
- K. Ameriprise Financial agrees that Clients set forth on Exhibit 1 to Addendum 3-V as of the date of execution of this Agreement (or within 14 days thereafter), if any, are not subject to Section 19B.(1) and (2).
- L. Ameriprise Financial and Independent Advisor agree that nothing in this Section 19 is intended to interfere with FINRA Rule 2110-7 (Interfering With the Transfer of Customer Accounts in the Context of Employment Disputes) or any future modifications to that Rule.
- M. Independent Advisor agrees and covenants to comply with all of Ameriprise Financial's policies, including the client privacy policy, and not take any action inconsistent with said policies while affiliated with Ameriprise Financial, or thereafter.
- N. Subject to State Law. All provisions in Section 19 are subject to state law.

## **20. TAXES, PERMITS AND INDEBTEDNESS.**

- A. Independent Advisor agrees to promptly pay when due all taxes levied or assessed, including without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Independent Advisor in operating the Independent Financial Advisor Business. Independent Advisor agrees to pay to Ameriprise Financial an amount equal to any sales tax, gross receipts tax or similar tax (other than income tax) imposed on Ameriprise Financial with respect to any payments to Ameriprise Financial required under this Agreement, unless the tax is credited against income tax otherwise payable by Ameriprise Financial.
- B. In the event of any bona fide dispute as to Independent Advisor's liability for taxes assessed or other indebtedness, Independent Advisor may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall Independent Advisor permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises of the Independent Financial Advisor Business, or any improvements thereon.

## **21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.**

- A. This Agreement does not create a fiduciary duty on behalf of Ameriprise Financial to Independent Advisor. Independent Advisor agrees to be an independent contractor, and nothing in this Agreement is intended to constitute Ameriprise Financial as an agent, employee, legal representative, joint venturer, partner, servant or subsidiary of Independent Advisor for any purpose whatsoever.
- B. During the term of this Agreement, Independent Advisor agrees to hold himself or herself out to the public as an independent contractor operating the Independent Financial Advisor Business. Independent Advisor agrees to take such action as may be necessary to do so, including without limitation, exhibiting

a notice of that fact in a conspicuous place at the Premises, the content of which Ameriprise Financial reserves the right to specify. Nothing in this Agreement authorizes Independent Advisor to make any agreement, contract, representation or warranty on Ameriprise Financial's behalf or to incur any debt or other obligation in Ameriprise Financial's name; and Ameriprise Financial agrees to in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Ameriprise Financial be liable by reason of any act or omission of Independent Advisor in his or her operation of the Independent Financial Advisor Business or for any claim or judgment arising therefrom against Independent Advisor or Ameriprise Financial.

- C. To the extent permitted by law, Independent Advisor agrees to indemnify and hold harmless Ameriprise Financial, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns ("**Indemnitees**"), against any and all causes of action, claims, demands, liabilities, losses, damages, actions, litigation or other expenses (including but not limited to, interest, costs of investigation, settlement costs, and attorney's fees) arising out of or relating to Independent Advisor's establishment or operation of the Independent Financial Advisor Business, except for any claim based solely on the gross negligence or willful misconduct of Ameriprise Financial or its officers, employees, and agents or based solely on nonperformance by Ameriprise Financial of its obligations hereunder. Independent Advisor agrees that with respect to any threatened or actual litigation, proceeding or dispute which could directly or indirectly affect any of the Indemnitees, the Indemnitees shall have the right, but not the obligation, to: (1) choose counsel, (2) control, direct, and/or manage the handling of the matter; and (3) settle on behalf of the Indemnitees and/or Independent Advisor, any claim against the Indemnitees in their sole discretion. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges or expenses of whatsoever nature incurred by any Indemnitee shall be taken as prima facie evidence of Independent Advisor's obligation hereunder. Ameriprise Financial may require Independent Advisor to reimburse Ameriprise Financial for all expenses (including attorney's fees and interest) reasonably incurred by Ameriprise Financial to enforce the terms of this Agreement, any obligation owed by Independent Advisor to Ameriprise Financial under this Agreement or otherwise, including without limitation, Independent Advisor's indemnification obligations.

## 22. APPROVALS AND WAIVERS.

- A. Whenever this Agreement requires the consent or prior approval of Ameriprise Financial, Independent Advisor agrees to make a timely written request to Ameriprise Financial therefor, and such consent or prior-approval must be obtained in writing from an officer of Ameriprise Financial. Ameriprise Financial will respond to such requests within a timeframe reasonable under the circumstances.
- B. Ameriprise Financial makes no guarantees or warranties upon which Independent Advisor may rely and assumes no liability or obligation to Independent Advisor, by providing any approval, consent, suggestion or waiver to Independent Advisor in connection with this Agreement or by reason of any delay, denial or neglect of any request therefor.
- C. No failure of Ameriprise Financial to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Independent Advisor with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Ameriprise Financial's right to demand exact compliance with any of the terms hereof. Waiver by Ameriprise Financial of any particular default of Independent Advisor shall not affect or impair Ameriprise Financial's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of Ameriprise Financial to exercise any power or right arising out of any breach of default by Independent Advisor of any of the terms, provisions, or covenants hereof, affect or impair Ameriprise Financial's right to exercise the same, nor shall such constitute a waiver by Ameriprise Financial of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Ameriprise Financial of any payments due to it hereunder shall not be deemed to be a waiver by Ameriprise Financial of any preceding breach by Independent Advisor of any terms, covenants, or conditions of this Agreement.

## 23. NOTICES.

Unless otherwise indicated, any and all notices required or permitted under this Agreement shall be in writing and shall be: personally delivered; sent by electronic notice, including email; sent by facsimile/telecopier (if confirmed by mail); mailed by certified mail, return receipt requested; or dispatched by overnight delivery envelope to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party or specifically required herein:

Notices to Ameriprise Financial:  
Ameriprise Financial Services, LLC  
1523 Ameriprise Financial Center  
Minneapolis, Minnesota 55474

Notices to Independent Advisor:

Notices to Independent Advisor will be made to Independent Advisor's business address on record at Ameriprise Financial's corporate office.

Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery. Any notice of a revision to the Manuals may be made by revising the Manuals and notifying Independent Advisor of such revisions by any reasonable means.

**24. ENTIRE AGREEMENT.**

- A. This Agreement and the attachments hereto, constitute the entire Agreement between Ameriprise Financial and Independent Advisor concerning the subject matter hereof, and supersede all prior and contemporaneous agreements, negotiations, and representations (oral and written), no other representations having induced Independent Advisor to execute this Agreement. No party is relying on any agreement or representation or is bound by any other agreement or obligation concerning the subject matter of this Agreement that is not expressly set forth herein. Except for those permitted to be made unilaterally by Ameriprise Financial hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing by the parties' authorized officers or agents. Nothing in this Agreement is intended to disclaim any representations that Ameriprise Financial made in the Franchise Disclosure Document that Ameriprise Financial provided to Independent Advisor.
- B. Ameriprise Financial has the right to operate, develop, and change the System in any manner that is not specifically precluded by this Agreement. Whenever Ameriprise Financial has reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant Independent Advisor a right to take or omit an action, except as otherwise expressly provided in this Agreement, Ameriprise Financial may make its decision or exercise its rights on the basis of the information readily available to Ameriprise Financial, and Ameriprise Financial's judgment of what is in its best interests and/or in the best interests of the System, at the time Ameriprise Financial's decision is made shall be deemed to be reasonable and enforceable, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made by Ameriprise Financial and without regard to whether Ameriprise Financial's decision or the action Ameriprise Financial takes promotes Ameriprise Financial's financial or other individual interest.

**25. SEVERABILITY AND CONSTRUCTION.**

If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

- A. Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination) shall survive such expiration, termination or assignment, including but not limited to Sections 10, 19, 21, and 26.
- B. Independent Advisor expressly agrees to be bound by any covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court, regulator, or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Ameriprise Financial is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court, regulator, or agency order.
- C. If the performance of any obligation by Ameriprise Financial under this Agreement is prevented, hindered



or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, Ameriprise Financial shall be relieved of any such obligation during the period of such Force Majeure. In such event, Ameriprise Financial shall give Independent Advisor written notice of the Force Majeure occurrence and an estimate as to its duration. As used in this Agreement, the term "Force Majeure" shall include, but not be limited to: any act of God; acts of terrorism or war (declared or undeclared); riots or other social disturbances; strikes, lock-outs or other industrial disturbances; failure or degradation of telecommunications or internet services; fires, floods, earthquakes or other natural occurrences; epidemics; and any other circumstance outside of Ameriprise Financial's control.

## 26. APPLICABLE LAW.

- A. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING THE FRANCHISE LAW OF THE STATE OF DELAWARE UNLESS IT APPLIES BY ITS TERMS. IN THE EVENT OF ANY CONFLICT OF LAW, THE LAWS OF DELAWARE SHALL PREVAIL, WITHOUT REGARD TO THE APPLICATION OF DELAWARE CONFLICT OF LAW RULES; EXCEPT THAT ALL ISSUES RELATING TO ARBITRABILITY OR THE ENFORCEMENT OF THIS AGREEMENT TO ARBITRATE HEREIN CONTAINED SHALL BE GOVERNED BY THE TERMS SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT NOT INCONSISTENT WITH THIS AGREEMENT, BY THE RULES OF ARBITRATION OF FINRA. NOTHING IN THIS SECTION IS INTENDED BY THE PARTIES TO SUBJECT THIS AGREEMENT TO THE DELAWARE FRANCHISE ACT OR ANY FRANCHISE OR SIMILAR STATUTE, RULE OR REGULATION OF THE STATE OF DELAWARE.
- B. NO RIGHT OR REMEDY CONFERRED UPON OR RESERVED TO AMERIPRISE FINANCIAL OR INDEPENDENT ADVISOR BY THIS AGREEMENT IS INTENDED TO BE, NOR SHALL BE DEEMED, EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY HEREIN OR BY LAW OR EQUITY PROVIDED OR PERMITTED, BUT EACH SHALL BE CUMULATIVE OF EVERY OTHER RIGHT OR REMEDY.
- C. AMERIPRISE FINANCIAL AND INDEPENDENT ADVISOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING, EXCEPT AS OTHERWISE AGREED.
- D. AMERIPRISE FINANCIAL AND INDEPENDENT ADVISOR HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.
- E. NOTHING CONTAINED HEREIN SHALL BAR AMERIPRISE FINANCIAL'S RIGHT TO OBTAIN INJUNCTIVE RELIEF AGAINST CONDUCT OR THREATENED CONDUCT THAT: (1) WILL CAUSE IT LOSS OR DAMAGE; (2) VIOLATES THE TERMS OF ADDITIONAL SUPERVISION; OR (3) IS IN VIOLATION OF AMERIPRISE FINANCIAL'S OBLIGATION TO COMPLY FULLY WITH GOVERNMENT AGENCY LAWS OR REGULATIONS UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING SPECIFIC PERFORMANCE, RESTRAINING ORDERS, AND PRELIMINARY INJUNCTIONS.

## 27. ARBITRATION.

- A. Except as provided in Section 27E hereof, Ameriprise Financial and Independent Advisor agree to arbitrate any dispute, claim or controversy that may arise between Ameriprise Financial and Independent Advisor or a customer or any other person ("**Claims**"), unless otherwise agreed to in writing by Ameriprise Financial and Independent Advisor. To the extent that such Claims are required or allowed to be arbitrated under the rules, constitutions or by-laws of FINRA, as amended from time-to-time, they will be arbitrated in accordance with the policies and procedures established by FINRA.
- B. If either FINRA declines to administer arbitration of any Claims or FINRA rules do not allow for arbitration of any Claims, Ameriprise Financial and Independent Advisor agree that the Claims shall be finally decided by arbitration conducted pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association ("**AAA**") and its Supplementary Rules for Securities Arbitration, or other applicable rules promulgated by the AAA. In addition, Ameriprise Financial and Independent Advisor specifically agree that all Claims, statutory or otherwise, which allege discrimination or violation of employment laws, including but not limited to, claims of sexual harassment, shall be finally decided by

arbitration pursuant to the AAA unless otherwise agreed to in writing by Ameriprise Financial and the Independent Advisor.

- C. By written agreement of Ameriprise Financial and Independent Advisor, disputes may be resolved in arbitration by a mutually agreed-upon organization other than AAA or FINRA.
- D. In consideration of the promises and the compensation provided in this Agreement, neither Ameriprise Financial nor Independent Advisor shall have a right: (1) to arbitrate any Claims on a class or multi-party action basis or in a purported representative capacity on behalf of any Independent Advisors, employees, applicants or other persons similarly situated; (2) to consolidate Claims or join in an arbitration brought by or against another Independent Advisor, employee, applicant or Ameriprise Financial, unless otherwise agreed to in writing by Ameriprise Financial and Independent Advisor; (3) to litigate any Claims in court, except as provided in Section 27E hereof or to have a jury trial on any Claims; and (4) to participate in a representative capacity or as a member of any class of claimants in an action in a court of law pertaining to any Claims. Nothing in this Agreement relieves Ameriprise Financial or Independent Advisor from any obligation Ameriprise Financial or Independent Advisor may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement.
- E. Except as provided in this Section 27E, either Ameriprise Financial or Independent Advisor may compel arbitration of any Claims filed in a court of law. In addition, either Ameriprise Financial or Independent Advisor may apply to a court of law for immediate injunctive relief or other temporary or emergency relief, as allowed by FINRA rules or otherwise described in Section 19H hereof.
- F. Any award by an arbitration panel shall be final and binding upon Ameriprise Financial and Independent Advisor. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.
- G. This Agreement to arbitrate is governed by and enforceable under the terms of the Federal Arbitration Act.

## 28. ACKNOWLEDGMENTS.

- A. INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE INDEPENDENT FINANCIAL ADVISOR BUSINESS, AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES SIGNIFICANT BUSINESS RISKS AND THAT HIS OR HER SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF INDEPENDENT ADVISOR AS AN INDEPENDENT BUSINESSPERSON. AMERIPRISE FINANCIAL EXPRESSLY DISCLAIMS THE MAKING OF, AND INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE HAS NOT RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.  
  
INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE RECEIVED A COMPLETE COPY OF THIS AGREEMENT, THE ATTACHMENTS HERETO, AND AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT). INDEPENDENT ADVISOR FURTHER ACKNOWLEDGES THAT HE OR SHE RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT).
- B. INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THE ATTACHMENTS HERETO, AND AGREEMENTS RELATING THERETO, IF ANY, AND THAT AMERIPRISE FINANCIAL HAS AFFORDED INDEPENDENT ADVISOR AMPLE OPPORTUNITY AND TIME TO CONSULT WITH ADVISORS OF INDEPENDENT ADVISOR'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.
- C. INDEPENDENT ADVISOR ACKNOWLEDGES AND UNDERSTANDS THE IMPORTANCE OF OPERATING THE INDEPENDENT FINANCIAL ADVISOR BUSINESSES IN A MANNER WHICH



MEETS AMERIPRISE FINANCIAL'S HIGH STANDARDS OF QUALITY ADVICE AND CUSTOMER SERVICE, TO PROTECT THE INTEGRITY AND VALUE OF THE SYSTEM, AND ALL THE INDEPENDENT FINANCIAL ADVISOR BUSINESSES.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date first above written.

**Independent Advisor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Independent Financial Advisor  
Business Office Location(s):**

**Primary location:**

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**Other locations, if applicable:**

[illegible]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
SUPERVISION AGREEMENT**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. **SUPPLEMENT TO AGREEMENT.** This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. **SCOPE OF ADDENDUM.** This Addendum defines Independent Advisor’s compliance related responsibilities and the fees to be paid for compliance supervision.
3. **SUPERVISION.** Independent Advisor acknowledges and agrees that, to operate the Independent Financial Advisor Business, he or she must be supervised for compliance purposes at all times. Ameriprise Financial shall designate the corporate office, an individual and/or team in the field to serve as the Registered Principal(s) for Independent Advisor.
4. **FEES.** Independent Advisor agrees to pay for compliance supervision in the amount specified in the Supervision Fee Grid set forth in the Manuals, which is subject to change from time to time. The Supervision Fee Grid shows the general allocation of supervisory fees and the method of calculating the supervision fee. Ameriprise Financial shall deduct the supervision fee from Independent Advisor’s Compensation each Accounting Period. Independent Advisor may access current Registered Principal assignments and the Supervision Fee Grid through the Ameriprise Financial’s System and/or the Manuals.
5. **TERMINATION.** This Addendum may be terminated by Ameriprise Financial, with or without cause, at any time and for any reason. Even in the absence of a termination by Ameriprise Financial, this Addendum will nonetheless automatically terminate in the event of Independent Advisor’s:
  - i. Death or retirement;
  - ii. Total and permanent disability;
  - iii. Cancellation or non-renewal of any bond, license or registration required by any federal, state or local governmental authority, the SEC, FINRA or any self-regulatory authority, or Ameriprise Financial;
  - iv. Violation of any provision of the Agreement or this Addendum; and/or
  - v. Termination of Independent Advisor’s Agreement.

In the event Independent Advisor terminates this Addendum, Ameriprise Financial may, in its sole discretion, suspend or terminate Independent Advisor’s right to do business under the Agreement.

6. **MISCELLANEOUS.**
  - A. **AMENDMENT.** Except as provided in Section 3 above, no amendment, modification (oral or written), supplement or waiver of this Addendum (or any provisions herein) shall be binding upon the parties hereto unless made in a writing, duly signed by the parties and executed by their authorized officers or agents.
  - B. **DEFINITIONS.** All capitalized terms not otherwise defined in this Addendum shall have the same meanings ascribed to them as in the Agreement.
  - C. **SEVERABILITY.** If any provision in this Addendum is held, in whole or in part, to be illegal, invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect. The illegal, invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
  - D. **WAIVER.** No delay or omission in the exercise of any remedy or right under this Addendum shall impair such remedy or right or be construed as a waiver of the same. A waiver by Ameriprise Financial of any provision of this Addendum must be expressly stated in a writing and executed by an authorized officer of Ameriprise Financial. A waiver of any provision of this Addendum or any breach thereof shall not be construed as a waiver of any subsequent breach or of any other provisions of this Addendum.

7. EFFECTIVE DATE. The parties hereto have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_ (“Effective Date”).

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Advisor No.: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**ADDENDUM TO  
THE AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
REGISTERED PRINCIPAL AGREEMENT**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. SUPPLEMENT TO AGREEMENT. This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement and shall supersede all previous agreements and addendums relating to Registered Principal activities. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. SCOPE OF ADDENDUM. This Addendum defines Independent Advisor’s relationship with Ameriprise Financial as a Registered Principal. In setting forth such relationship in this Addendum, Independent Advisor shall be referred to as the Registered Principal (“Registered Principal”, “you” or “your”).
3. UNDERTAKINGS BY REGISTERED PRINCIPAL. You shall serve as a Registered Principal for independent advisors and perform these functions in accordance with all applicable regulatory and statutory requirements, the Compliance Policy Manual and Ameriprise Financial policies and procedures. It is expressly understood that applicable regulatory and statutory requirements, as well as the Compliance Policy Manual and Ameriprise Financial policies and procedures may be amended during the course of this Agreement. Registered Principal shall nonetheless comply with all such amendments or changes thereto.
  - A. The regulatory activities include, but are not limited to, compliance supervision with specific requirements as listed below:
    - (1) Proactively work with advisors and their staff to support their effort to run a compliant practice. This includes:
      - Conducting and documenting supervisory meetings, one of which must be an annual Practice Assessment meeting
      - Providing feedback and documenting observations related to the advisor’s sales activity and suitability of the advisor’s recommendations;
      - Administering Education and Discipline as necessary;
      - Providing coaching on compliance policies and procedures;
      - Acting as the main resource for completion of compliance requirements; and
      - Validating timely completion of annual and new hire requirements.
    - (2) Proactively detect violations of compliance policy or procedures through:
      - Responding to corporate requests to review advisor activity;
      - Making client calls; and
      - Analyzing reports and other metrics.
    - (3) Adhere to the Written Supervisory Procedures (“WSPs”).
    - (4) Respond to issues identified by corporate business partners. This includes:
      - Working with the Supervision Department and Compliance on corrective action plans (“CAPs”) and any other items needing attention
      - Working with Compliance on complaints;
      - Resolving issues identified by Field Office Inspections;
      - Working with Legal on investigations.
    - (5) Comply with record keeping processes, required use of certain technology tools and systems, and other requirements as identified.
  - B. You acknowledge and agree to satisfy the requirements of being a Registered Principal set forth in the WSPs and Operating Procedures. Failure to do so may result in termination of this Addendum and/or a default of your Agreement.

- C. You shall provide, at your own expense, adequate systems sufficient to perform supervision for the advisors assigned to you. You may elect to delegate, at your own expense, certain supervisory functions to qualified support personnel. You acknowledge and agree to remain responsible for ensuring the quality and timeliness of all such functions delegated.
  - D. You acknowledge and agree to maintain an Office of Supervisory Jurisdiction (“OSJ”) within the Region you supervise.
  - E. You may independently provide supervision in accordance with the approved Registered Principal/ Independent Advisor ratios or as otherwise approved by Ameriprise Financial. To the extent your provision of such services exceeds the approved ratios, you will be required to secure the services of individuals, approved by Ameriprise Financial to provide or assist in the provision of those services, such that the ratios meet the designated requirements. To the extent you hire, at your own expense, one or more delegate(s), the delegate shall be your own employee or contractor, and not be an employee or contractor of Ameriprise Financial, and you are required to obtain covenants from that delegate in accordance with Section 19 of the Agreement. Likewise, to the extent you use a delegate to provide supervision, you are solely responsible for the creation and maintenance of a contractual relationship with that individual. Each delegate shall be approved in advance by Ameriprise Financial and must execute the appropriate agreements required by Ameriprise Financial.
  - F. You acknowledge and agree that you (and all your delegates) are required to comply with all privacy requirements set forth both by applicable federal and state laws, as well as Ameriprise Financial’s policies and procedures.
  - G. You acknowledge and agree that you (and all your delegates) are required to strictly comply with the Ameriprise Financial Global Code of Conduct, especially given that you and your delegates will have unique access to sensitive information regarding other Ameriprise Financial advisors. By way of example, to the extent that an advisor seeks input from you related to a potential practice acquisition or sale, you should immediately notify the advisor if you may have a personal interest in the transaction. Failure to conduct yourself in accordance with the Ameriprise Financial Global Code of Conduct could result in consequences up to and including termination of this Addendum and/or termination of your Agreement.
4. COMPENSATION. You agree to perform the services described in this Addendum for an amount as allocated to you determined by the Supervision Fee Grid, contained in the Compliance Manual (Related Resource Intro 2). This amount will be paid by Ameriprise Financial to you each Accounting Period, 24 times per year, as indicated by the Supervision Fee Grid. Fees paid pursuant to this Addendum will constitute payment in full for all services rendered under this Addendum unless otherwise communicated to you in writing. Any expenses in rendering such services will be paid by you unless the contrary is specifically authorized in writing.
5. NON-TRANSFERABILITY. You agree that you do not and may not have an equity stake in your capacity as an RP or in the business of running an OSJ. Therefore, you agree that you may not sell, assign or otherwise transfer any direct or indirect interest in your OSJ or RP duties. Any purported sale, assignment or transfer shall be null and void and shall constitute a material breach of this Addendum and a default of your Agreement, for which Ameriprise Financial may immediately terminate without opportunity to cure.
6. TERMINATION. This Addendum may be terminated by Ameriprise Financial, with or without cause, at any time and for any reason. You may terminate this Addendum upon fourteen (14) calendar days’ written notice to Ameriprise Financial in accordance with Section 23 of the Agreement, with a copy to be delivered to your Region Risk Director (RRD). Even in the absence of a termination by Ameriprise Financial, this Addendum automatically terminates in the event of Registered Principal’s:
- (1) Death or retirement;
  - (2) Total and permanent disability;
  - (3) Cancellation or nonrenewal of any bond, license or registration you are required to have by the states, the FINRA, SEC or the Agreement;
  - (4) Failure to maintain the Registered Principal requirements;
  - (5) Violation of any provision of this Addendum or the Agreement; or
  - (6) Voluntary or involuntary termination of your Agreement.

7. TERMINATION CLAIMS. In the event this Addendum is terminated, you acknowledge and agree that you have no claim against Ameriprise Financial for compensation, earnings or profits under the terms of this Agreement. You further acknowledge and agree that you have no claim for refund or reimbursement of any funds you have advanced or you will also have no claim for a refund or reimbursement of any expenses incurred, paid or funds advanced in connection with your responsibilities under this Addendum or for any other reason.

8. ASSIGNED INDEPENDENT ADVISORS. You acknowledge and agree that Ameriprise Financial may:
- A. Unilaterally remove independent advisors from you in your role as Registered Principal and that this may occur with or without your consent;
  - B. Request that you supervise an Independent Advisor placed on Heightened Supervision and that you may refuse such request; and
  - C. Request that you provide supervision for additional Independent Advisors and that you may refuse such request.

Should any of the events outlined in Section 8(A), 8(B) or 8(C) occur, your compensation shall be adjusted accordingly, as set forth in the Manuals. You shall be notified of changes to the Independent Advisors assigned to you and the subsequent adjusted compensation by regular mail or through your Ameriprise Financial e-mail address.

9. MISCELLANEOUS.
- A. AMENDMENT. No amendment, modification (oral or written), supplement or waiver of this Addendum (or any provisions herein) shall be binding upon the parties hereto unless made in a writing, duly signed by the parties and executed by their authorized officers or agents.
  - B. DEFINITIONS. All capitalized terms not otherwise defined in this Addendum shall have the same meanings ascribed to them as in the Agreement.
  - C. ENTIRE AGREEMENT. This Agreement, along with any addendums or attachments incorporated herein, represents the entire agreement and understanding between the parties hereto with respect to the subject-matter contained herein, and it supersedes and terminates all prior agreements, negotiations, promises and representations, whether oral or written, between the parties with respect to the subject matter.
  - D. SEVERABILITY. If any provision in this Addendum is held, in whole or in part, to be illegal, invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect. The illegal, invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
  - E. WAIVER. No delay or omission in the exercise of any remedy or right under this Addendum shall impair such remedy or right or be construed as a waiver of the same. A waiver by Ameriprise Financial of any provision of this Addendum must be expressly stated in a writing and executed by an authorized officer of Ameriprise Financial. A waiver of any provision of this Addendum or any breach thereof shall not be construed as a waiver of any subsequent breach or of any other provisions of this Addendum.
10. EFFECTIVE DATE. The parties hereto have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_ ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
EMPLOYEE TO FRANCHISE TRANSITIONS**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. SUPPLEMENT TO AGREEMENT. This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. SCOPE OF ADDENDUM. Ameriprise Financial will suffer irreparable harm should Independent Advisor violate Section 19(B)(1) and (2) of the Franchise Agreement (“Restrictive Covenant”) without fully and timely satisfying the terms of this Addendum.
3. TERMS OF FORBEARANCE AGREEMENT. As a mitigation of this irreparable harm, Ameriprise Financial agrees to forbear from enforcement of its rights against Independent Advisor under the Restrictive Covenant if Independent Advisor timely and fully complies with the following conditions:
  - A. Fourteen (14) Days’ Notice. Independent Advisor agrees to provide Ameriprise Financial with at least fourteen (14) calendar days written notice of the termination of the Franchise Agreement (“Termination Notice”) in accordance with Section 23 of the Franchise Agreement, with a copy to be delivered personally to the Advisor’s Regional Vice President (“RVP”), RVP designate, or if no designate is timely provided, to the Independent Advisor’s immediate Ameriprise Financial leader, and, in either event, a copy, by facsimile or overnight mail, to Ameriprise Financial Corporate Office, Risk Mitigation Unit 1835. The fourteen (14) day period shall begin on the day written notice is received by Ameriprise Financial, including all required copies, and continue through and include the fourteenth (14) day.
  - B. As of the date of the Termination Notice, the Independent Advisor must:
    - (1) Length of Service. Have served at least six (6) consecutive years as an advisor for Ameriprise Financial and have completed at least three (3) full years under the Independent Advisor Business Franchise Agreement. For example, an Ameriprise Financial Advisor may be an employee advisor for three years and an Independent Financial Advisor for three years and qualify for this forbearance agreement.
    - (2) Compliance Obligations. Not be subject to discipline as a result of a violation of the Compliance policies or procedures as set forth in the Compliance Policy Manual or other Manuals as defined in Section 3, of the Franchise Agreement. This discipline may include, but not be limited to, suspension, strict supervision, involuntary termination or otherwise “permitted to resign”.
    - (3) Regulatory Obligations. Not be the subject of an ongoing Compliance Rule related (i) investigation by Ameriprise Financial, the SEC, the FINRA, any of the other self-regulatory organizations, a state securities or insurance commissioner or regulatory authority; (ii) Ameriprise Financial client complaint; or (iii) adversary proceeding involving an Ameriprise Financial client or Ameriprise Financial. (Upon Advisor’s reasonable request, Ameriprise Financial may waive conditions 2(c)(ii) and (iii).)
  - C. Return of Complete Files and Proprietary Materials. Within five (5) business days after the date of the Termination Notice (including the date of such Notice), Independent Advisor agrees to return all original and copies of Client files and records and Ameriprise Financial proprietary materials, as defined in Section 19 of the Franchise Agreement, to the Advisor’s RVP designate or, if no designation is provided by Ameriprise Financial within five (5) business days, to Independent Advisor’s immediate Ameriprise Financial leader. Independent Advisor must comply with Ameriprise Financial’s client privacy policy, including, but not limited to, provisions related to Client files, records and/or information.

To the extent consistent with privacy laws and Ameriprise Financial policies, in order to allow Independent Advisor to service portable products and to fulfill compliance duties, Advisor, upon consent of Ameriprise Financial as well as the Client, may retain copies of Client files and records, but may not retain copies of any Ameriprise Financial/American Express Company proprietary materials, or Ameriprise

Financial/American Express Company trademarked, or copyrighted materials, software or property, as defined in the Agreement.

- D. Franchise Agreement Compliance. On and before the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor shall comply fully with Section 18 (Obligations upon Termination or Expiration) of the Franchise Agreement.
- E. No Disparagement or Recruiting. Both before and after the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor:
- (1) Must not disparage or defame Ameriprise Financial, its affiliates, advisors, employees and/or Products & Services. Independent Advisor understands that nothing contained in this Addendum limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local governmental regulatory or law enforcement agency.
  - (2) Must not recruit or solicit any other Ameriprise Financial independent contractor, employee or franchisee to terminate their respective relationship with Ameriprise Financial.
  - (3) Must continue to comply with Section 18 of the Franchise Agreement, to the extent such section requires Independent Advisor to meet obligations subsequent to the termination of the Franchise Agreement.
- F. No Pre-Termination Notification of or Solicitation of Clients. Departing Independent Advisor agrees not to notify clients of his or her termination, orally or in writing, on or prior to the effective date of termination. Further, any notice Independent Advisor does send to clients after the Independent Advisor's termination, announcing Independent Advisor's termination from Ameriprise Financial, must not be on Ameriprise Financial (or affiliated company) stationery or use Ameriprise Financial's Proprietary Marks, and may not be mailed in any envelope marked with any Ameriprise Financial Proprietary Marks. Independent Advisor also must not, prior to the effective date of termination, solicit or otherwise assist any Ameriprise Financial client to transfer Ameriprise Financial client assets from Ameriprise Financial to another broker/dealer, insurance company or investment advisor. In addition, from the date of notice up through and including the date of termination, Independent Advisor must also not communicate marketing events to or make appointments with clients which are scheduled to occur after the date of Independent Advisor's termination.
- G. Exception for Succession Planning Agreements. As to any clients or financial planning practices which Independent Advisor acquires from Ameriprise Financial or another Ameriprise financial advisor, for value paid, a direct or indirect interest, as defined in the Franchise Agreement or in a succession planning agreement, or similar agreement, this Addendum will not be effective for a period of three (3) years after Independent Advisor becomes an Ameriprise Financial Independent Advisor or three (3) years after the client acquisition takes place, whichever occurs later.
- H. Compliance with Addendum Mitigates Ameriprise Financial's Damage. Through Independent Advisor's timely and complete compliance with this Addendum, Independent Advisor will have mitigated, to the extent deemed reasonable by the parties hereto, the irreparable harm Ameriprise Financial would otherwise suffer through the Independent Advisor's violation of the Restrictive Covenant without compliance with this Addendum or the Restrictive Covenant.
- I. Remedies. Should Ameriprise Financial, before or after the effective date of Independent Advisor's termination of the Franchise Agreement, discover that the Independent Advisor:
- (1) has, in fact, not fully or timely complied with the provisions of paragraph C1-6; and, if applicable, paragraph C-8;
  - (2) has defamed or disparaged Ameriprise Financial in any manner;
  - (3) has recruited or solicited any other Ameriprise Financial employee or franchisee to terminate their respective relationship with Ameriprise Financial; or
  - (4) has otherwise breached the terms of the Franchise Agreement or this Addendum;
- then Ameriprise Financial shall be entitled to all remedies at law and equity including but not limited to injunctive relief, actual, compensatory and punitive damages, and its reasonable attorneys' fees and costs.



- J. No Waiver. This Addendum does not modify, amend or otherwise alter any provision of the Franchise Agreement except the Restrictive Covenant set forth at Sections 19(B)(1) and (2) of the Franchise Agreement(s). This Addendum does not modify, amend, or otherwise alter Independent Advisor's obligations under Ameriprise Financial's client assignment policy. Should any court, arbitration panel or quasi-judicial body of competent jurisdiction determine that any provision of the Franchise Agreement or this Addendum is unenforceable or invalid, such a determination shall not render the Franchise Agreement or this Addendum, or any provision thereof, otherwise unenforceable or invalid.
- K. Primary Purpose of This Addendum. Ameriprise Financial and the Independent Advisor agree and acknowledge that (1) Ameriprise Financial has invested substantial sums and resources in the training, marketing and development of Independent Advisor, which has been to the benefit of Independent Advisor's business; and (2) in agreeing to this Addendum, the parties are intending to:
- (1) protect the welfare and interests of Ameriprise Financial clients;
  - (2) protect both parties against disparagement and unfair competition;
  - (3) protect Ameriprise Financial's interests in its proprietary and confidential information and trademarks; and
  - (4) give Ameriprise Financial reasonable parity with the departing Advisor in competing for the continued business of the clients.
- L. Subject to State Law. All provisions of this Addendum 3-T are subject to state law.
- M. Effective Date. In witness of the provisions of this Addendum as described above Ameriprise Financial and Independent Advisor have entered into this Addendum with the understanding that it becomes effective on\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
VETERAN ADVISOR RECRUITS**

PURPOSE: ADVISORS TRAINED OUTSIDE OF AMERIPRISE FINANCIAL WHO HAVE THEIR OWN CLIENT BASE WHICH IS NOT SUBJECT TO ANOTHER FIRM'S NON-COMPETE AGREEMENT

\_\_\_\_\_ ("Independent Advisor") and Ameriprise Financial Services, LLC ("Ameriprise Financial") agree as of this \_\_\_\_\_ day of \_\_\_\_\_, that the restrictive covenant set forth at Section 19B(1) and (2) of the Franchise Agreement (hereinafter, "Restrictive Covenant") will (a) not apply to any client listed on the client list attached hereto as Exhibit 1; and (b) not apply to clients not listed on Exhibit 1, if Advisor meets the following conditions:

1. **FOURTEEN (14) DAYS' WRITTEN NOTICE.** Independent Advisor must provide Ameriprise Financial with at least fourteen (14) calendar days' written notice of the termination of the Independent Advisor Business Franchise Agreement ("Termination Notice") in accordance with Section 23 of the Franchise Agreement, with a copy to be delivered personally to the Advisor's Regional Vice President ("RVP"), RVP designate, or if no designate is timely provided, to the Independent Advisor's immediate Ameriprise Financial leader, and, in either event, a copy, by facsimile or overnight mail, to Ameriprise Financial Corporate Office, Risk Mitigation Unit 1835. The fourteen-day period shall begin on the day written notice is received by Ameriprise Financial, including all required copies, and continue through and include the fourteenth (14) day.
2. As of the date of the Termination Notice, Independent Advisor must:
  - A. **Compliance Obligations.** Not be subject to discipline as a result of a violation of the policies and procedures set forth in the Compliance Policy Manual and other Manuals as defined in Section 3 of the Franchise Agreement. This discipline may include, but not be limited to, suspension, strict supervision, involuntary termination or otherwise "permitted to resign".
  - B. **Regulatory Obligations.** Not be the subject of an ongoing Compliance Rule related (i) investigation by Ameriprise Financial, the SEC, FINRA, any of the other self-regulatory organizations, a state securities or insurance commissioner or regulatory authority; (ii) Ameriprise Financial client complaint; or (iii) adversary proceeding involving an Ameriprise Financial client or Ameriprise Financial. (Upon Advisor's reasonable request, Ameriprise Financial may waive conditions 2(c)(ii) and (iii).)
3. **RETURN OF COMPLETE FILES AND PROPRIETARY MATERIALS.** Within five (5) business days after the date of the Termination Notice (including the date of such Notice), Independent Advisor must return all original and copies of client files and records and Ameriprise Financial proprietary materials, as defined in Section 19 of the Franchise Agreement, to the Advisor's RVP designate or, if no designation is provided by Ameriprise Financial within five (5) business days, to the Independent Advisor's immediate Ameriprise Financial leader. Independent Advisor must comply with Ameriprise Financial's client privacy policy, including, but not limited to, provisions related to client files, records and/or information.  
  
To the extent consistent with privacy laws and Ameriprise Financial policies, in order to allow Independent Advisor to service portable products and to fulfill compliance duties, Independent Advisor, upon consent of Ameriprise Financial as well as the Client, may retain copies of Client files and records, but may not retain copies of any Ameriprise Financial/American Express Company proprietary materials, or Ameriprise Financial/American Express Company trademarked, or copyrighted materials, software or property, as defined in the Franchise Agreement.
4. **FRANCHISE AGREEMENT COMPLIANCE.** On and before the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor shall comply fully with Section 18 (Obligations upon Termination or Expiration) of the Franchise Agreement.
5. **NO DISPARAGEMENT OR RECRUITING.** Both before and after the effective date of the termination of the Franchise Agreement between Ameriprise Financial and Independent Advisor, Independent Advisor:

- A. Must not disparage or defame Ameriprise Financial, its affiliates, advisors, employees and/or Products & Services. Independent Advisor understands that nothing contained in this Addendum limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local government regulatory or law enforcement agency.
  - B. Must not recruit or solicit any other Ameriprise Financial independent contractor, employee or franchisee to terminate their respective relationship with Ameriprise Financial.
  - C. Must continue to comply with Section 18 of the Franchise Agreement, to the extent such section requires Independent Advisor to meet obligations subsequent to the termination of the Franchise Agreement.
6. NO PRE-TERMINATION NOTIFICATION OR SOLICITATION OF CLIENTS. Departing Independent Advisor agrees not to notify clients of their termination, orally or in writing, on or prior to the effective date of termination. Further, any notice Independent Advisor does send to clients after the Independent Advisor's termination, announcing Independent Advisor's termination from Ameriprise Financial, must not be on Ameriprise Financial (or affiliated company) stationery or use Ameriprise Financial's Proprietary Marks, and may not be mailed in any envelope marked with any Ameriprise Financial Proprietary Marks. Independent Advisor also must not, prior to the effective date of termination, solicit or otherwise assist any Ameriprise Financial client to transfer Ameriprise Financial client assets from Ameriprise Financial to another broker/dealer, insurance company or investment advisor. In addition, from the date of notice up through and including the date of termination, Independent Advisor must also not communicate marketing events to or make appointments with clients which are scheduled to occur after the date of Independent Advisor's termination.
7. EXCEPTION FOR SUCCESSION PLANNING AGREEMENTS. As to any clients or financial planning practices which Independent Advisor acquires from Ameriprise Financial or another Ameriprise financial advisor, for value paid, a direct or indirect interest, as defined in the Franchise Agreement or in a succession planning agreement, or similar agreement, this Addendum will not be effective for a period of three (3) years after Independent Advisor becomes an Ameriprise Financial Independent Advisor or three (3) years after the client acquisition takes place, whichever occurs later.
8. COMPLIANCE WITH ADDENDUM MITIGATES AMERIPRISE FINANCIAL'S DAMAGE. Through Independent Advisor's timely and complete compliance with this Addendum, Independent Advisor will have mitigated, to the extent deemed reasonable by the parties hereto, the irreparable harm Ameriprise Financial would otherwise suffer through the Independent Advisor's violation of the Restrictive Covenant without compliance with this Addendum or the Restrictive Covenant.
9. REMEDIES. Should Ameriprise Financial, before or after the effective date of Independent Advisor's termination of the Franchise Agreement, discover that the Independent Advisor:
- A. has, in fact, not fully or timely complied with the provisions of paragraphs 1-6 and, if applicable, paragraph 7; or
  - B. has defamed or disparaged Ameriprise Financial in any manner; or
  - C. has recruited or solicited any other Ameriprise Financial employee or franchisee to terminate their respective relationship with Ameriprise Financial; or
  - D. has otherwise breached the terms of the Franchise Agreement or this Addendum;
- then Ameriprise Financial shall be entitled to all remedies at law and equity including but not limited to injunctive relief, actual, compensatory and punitive damages; and its reasonable attorneys' fees and costs.
10. WAIVER. This Addendum does not modify, amend or otherwise alter any provision of the Franchise Agreement except the Restrictive Covenant set forth at Sections 19B (1) and (2) of the Franchise Agreement(s). This Addendum does not modify, amend, or otherwise alter Independent Advisor's obligations under Ameriprise Financial's client assignment policy. Should any court, arbitration panel or quasi-judicial body of competent jurisdiction determine that any provision of the Franchise Agreement or this Addendum is unenforceable or invalid, such a determination shall not render the Franchise Agreement or this Addendum, or any provision thereof, otherwise unenforceable or invalid.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## EXHIBIT 1 TO ADDENDUM 3-V

### VETERAN ADVISOR RECRUITS

This is Exhibit 1 of Addendum 3-V to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement by and between Ameriprise Financial Services, LLC (“Ameriprise Financial”) and \_\_\_\_\_ (“Independent Advisor”).

This Exhibit 1 to Addendum 3-V shall have no impact on any contract or restrictive covenant which Independent Advisor may have with another company. Independent Advisor understands that such obligations, if any, are Independent Advisor’s obligation to consider without assistance or input from Ameriprise Financial.

Independent Advisor certifies that each of the individuals/entities listed on the attached client list is a client of Independent Advisor as of the date Independent Advisor signs Addendum 3-V. This Exhibit 1 to Addendum 3-V consists of this cover document and the attached list of clients (to be dated and signed by Ameriprise Financial and Independent Advisor).

Dated: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

#### Independent Advisor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

#### Ameriprise Financial Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
ASSOCIATE FINANCIAL ADVISOR**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”).

WHEREAS, this Addendum defines Independent Advisor’s relationship contracting or employing Associate Financial Advisor, \_\_\_\_\_ (“Associate Financial Advisor”).

NOW THEREFORE, in mutual consideration of the terms set forth in this Addendum, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to as follows:

1. **SUPPLEMENT TO AGREEMENT.** This Addendum to the Agreement shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. **SCOPE OF ADDENDUM.** This Addendum defines Independent Advisor’s ability to hire Associate Financial Advisor to assist Independent Advisor in operating the Independent Financial Advisor Business, including, but not limited to, offering financial planning Products & Services authorized by Ameriprise Financial to Clients and prospective Clients.
3. **DEFINITIONS.** For purposes of this Addendum, the terms listed below have the special meanings shown. Other capitalized terms used in this Addendum shall have the meanings ascribed to them in the Agreement.
  - A. “Associate Financial Advisor” means an individual whose licenses and registrations are sponsored by Ameriprise Financial but who is the employee or independent contractor of Independent Advisor signing this Addendum.
4. **RESPONSIBILITIES OF INDEPENDENT ADVISOR.**
  - A. Independent Advisor agrees that Associate Financial Advisor is his/her employee or independent contractor and not the employee or independent contractor of Ameriprise Financial. Independent Advisor further agrees that he/she will not represent to Associate Financial Advisor or to any third-party that Associate Financial Advisor is employed by Ameriprise Financial.
  - B. Independent Advisor agrees to treat Associate Financial Advisors who have never been licensed and registered as an agent of a broker-dealer or an investment adviser, as a non-exempt employee for a period of at least six weeks after Associate Financial Advisor has been appointed and fully licensed.
  - C. Independent Advisor agrees to ensure Associate Financial Advisor fully complies with the terms of the Ameriprise Financial Services, LLC Associate Financial Advisor Affiliation Agreement between Ameriprise Financial and Associate Financial Advisor, and with all policies and procedures of Ameriprise Financial, as set forth in the Manuals.
  - D. Independent Advisor agrees that he/she will not permit Associate Financial Advisor to perform any of the following activities until Associate Financial Advisor obtains all applicable and required licenses, registrations, state insurance and securities licenses, and Associate Financial Advisor is appointed as an Associate Financial Advisor with Ameriprise Financial:
    - (1) Solicit applications for Ameriprise Financial Products & Services;
    - (2) Interview Clients;
    - (3) Sell Products;
    - (4) Sell or provide Services;
    - (5) Conduct Client data gathering;
    - (6) Contact Clients or prospective Clients by phone, fax, mail, e-mail or in person;
    - (7) Hold out to the public as an Associate Financial Advisor or a registered representative of Ameriprise Financial;
    - (8) Distribute business cards identifying themselves as an Associate Financial Advisor or registered representative of Ameriprise Financial;

- (9) Describe Products or Services to Clients or prospective Clients;
- (10) Send sales literature on Products or Services to Clients or prospective Clients;
- (11) Conduct initial interviews with prospective Clients; or
- (12) Any other activities that require licensing, registration and appointment

Violation of this provision may result in termination of this Addendum as well as default and/or termination under the terms of the Agreement.

- E. Independent Advisor agrees to ensure that Associate Financial Advisor's activities are supervised by a Registered Principal, who cannot be the contracting or employing Independent Advisor, and by Independent Advisor, as set forth in the Manuals.
- F. Independent Advisor agrees to indemnify and hold Ameriprise Financial, its affiliates and respective officers, employees and agents harmless from any penalties, fines, costs, damages or attorney's fees that might arise in connection with any lawsuits, judgments, charges, complaints, settlements or other actions arising out of Associate Financial Advisor's relationship with Independent Advisor, including but not limited to, damages arising out of Associate Financial Advisor's actions or inactions.
- G. Independent Advisor agrees to pay Ameriprise Financial all costs and fees specified in the Associate Financial Advisor Program Policy, as set forth in the Manuals.
- H. Independent Advisor agrees to comply with all federal and state securities and insurance laws and regulations, and Independent Advisor further agrees to comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to, the Americans with Disabilities Act, employment and labor laws (e.g., regarding wage and hour requirements, hiring and firing, compensation, training and supervision, discipline, record-keeping, unemployment compensation and worker's compensation, etc.), and tax laws.
- I. To satisfy SEC book and records requirements, Independent Advisor understands and agrees he/she must maintain documentation of any and all compensation agreements with Associate Financial Advisor, including but not limited to, job description, full or part time status, hours worked, base pay, bonus structure, and any other compensation related items (including a description of any non-monetary compensation and/or items received with an estimated value), between Independent Advisor and Associate Financial Advisor. Independent Advisor further understands that compensation agreements must be updated each time a change is made in compensation.
- J. Independent Advisor also agrees to maintain records of any and all compensation paid to Associate Financial Advisors and to produce such records within 24 hours of any request from Ameriprise Financial.

## 5. RESPONSIBILITIES OF AMERIPRISE FINANCIAL.

- A. Ameriprise Financial agrees to sponsor Associate Financial Advisor's licenses and registrations with FINRA and applicable state securities and insurance authorities for the term of this Addendum during which Associate Financial Advisor is contracted or employed by Independent Advisor.
- B. Ameriprise Financial agrees to appoint Associate Financial Advisor to the appropriate insurance producers.
- C. Ameriprise Financial agrees to credit Independent Advisor the Gross Dealer Concession generated by the activities of Associate Financial Advisor during the term of this Addendum.

## 6. ADDITIONAL UNDERSTANDINGS.

- A. Independent Advisor acknowledges that Ameriprise Financial will not appoint any Associate Financial Advisor until Associate Financial Advisor has satisfied any and all debt and/or obligations Associate Financial Advisor has with Ameriprise Financial and its affiliates. Additionally, Independent Advisor acknowledges and agrees that Ameriprise Financial may terminate the Ameriprise Financial Services, LLC Associate Financial Advisor Affiliation Agreement and Associate Financial Advisor's licenses and registrations in the event Associate Financial Advisor fails to satisfy any debt and/or other obligations he or she may have with Ameriprise Financial or its affiliates.
- B. Independent Advisor acknowledges and agrees that Ameriprise Financial may offer an Ameriprise Financial franchise to Associate Financial Advisor, as set forth in the Manuals.
- C. Independent Advisor acknowledges that Independent Advisor must maintain an acceptable compliance record as determined by Ameriprise Financial Corporate Compliance during the term of this Addendum.

- D. Independent Advisor acknowledges that he/she may reallocate his/her rights to Compensation Independent Advisor has under the Agreement to Associate Financial Advisor in a separate agreement, as long as: (i) any Transfer complies with Section 14 of the Franchise Agreement; (ii) the compensation arrangement and/or separate agreement is consistent with the requirements contained in the Manuals; (iii) the Parties are responsible for the enforcement of the agreement and Ameriprise Financial will not be responsible to enforce or follow contested terms in any such agreement; and (iv) any disagreements be handled by the Parties without Ameriprise Financial involvement.
- E. Independent Advisor understands and agrees that notwithstanding any covenants not to compete he or she may have entered into with Associate Financial Advisor, Ameriprise Financial will honor a Client's choice when assigning Client(s) to a financial advisor, including but not limited to, an Associate Financial Advisor.
- F. Independent Advisor understands that the Associate Financial Advisor Program may be amended, modified or terminated by Ameriprise Financial, in Ameriprise Financial's sole discretion.

## 7. TERMINATION.

- A. This Addendum will immediately terminate in the event of:
- (1) Independent Advisor's and/or Associate Financial Advisor's death or retirement;
  - (2) Independent Advisor's and/or Associate Financial Advisor's total and permanent disability;
  - (3) Cancellation or non-renewal of any license, registration or bond Independent Advisor is required to hold pursuant to federal, state or local law, ordinance or regulation, or as required by a regulatory agency (e.g., SEC, FINRA, etc.), and/or Ameriprise Financial policy or this Addendum;
  - (4) Independent Advisor's violation of any provision of this Addendum or the Agreement;
  - (5) Termination of the relationship between Independent Advisor and Associate Financial Advisor, for any reason; or
  - (6) Associate Financial Advisor's violation of any provision of the Ameriprise Financial Services, LLC Associate Financial Advisor Affiliation Agreement.
- B. This Addendum may be terminated by either party with or without cause at any time and for any reason.
- C. Independent Advisor agrees that he or she will terminate Associate Financial Advisor if, for any reason, Ameriprise Financial terminates this Addendum and/or required licenses, registrations, and applicable state securities and insurance licenses of Associate Financial Advisor.
- D. Independent Advisor agrees to promptly notify Ameriprise Financial, in writing, if Associate Financial Advisor's relationship with Independent Advisor is terminated, for any reason. Independent Advisor agrees to provide such notice to Independent Advisor's Regional Vice President ("RVP") designate, or if no designate is timely provided, to Independent Advisor's immediate Ameriprise Financial leader within five days of the date the relationship terminates to ensure Associate Financial Advisor's licenses and registrations are terminated in a timely manner. Terminations based on alleged violations of securities or insurance laws or alleged criminal activity must be reported immediately.
- E. Termination Claims. Upon termination or expiration of this Addendum, Independent Advisor agrees that Independent Advisor shall have no claims against Ameriprise Financial for earnings, profits or anticipated profits. Independent Advisor further agrees that Independent Advisor shall have no claim for a refund or reimbursement of any amounts Independent Advisor has advanced and/or expenses Independent Advisor has paid or incurred in connection with Independent Advisor's responsibilities under this Addendum or for any other reason.

## 8. MISCELLANEOUS.

- A. Amendments. No amendment to, or modification of, this Addendum, or any part thereof, will be binding upon the Parties hereto unless made in writing and signed by the Parties and/or by their authorized officers or agents.

- B. Waiver. No delay or omission in the exercise of any right or remedy under this Addendum shall impair such right or remedy or be construed as a waiver of any breach. Any waiver by Ameriprise Financial of any provision(s) of this Addendum will apply only to that provision, not to any other part of this Addendum. A waiver is effective only when in writing and signed by an authorized officer of Ameriprise Financial.
- C. Severability. If the laws of any state prohibit any provision of this Addendum, such laws will apply only to such provision, not to any other part of this Addendum. The other provisions of this Addendum will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- D. Ameriprise Financial and Independent Advisor both acknowledge that no oral or written representations were made regarding this Addendum that are not set forth in this Addendum.
9. EFFECTIVE DATE. In witness of the provisions of this Addendum as described above, the Parties have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_



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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT**

**FRANCHISE CONSULTANT**

This Franchise Consultant Services Addendum (“Addendum”) hereby amends the existing Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”), by and between Ameriprise Financial Services, LLC (“Ameriprise Financial”) and the undersigned Independent Advisor (collectively, the “Parties”), and shall be effective as of the Effective Date. All terms, provisions and conditions of the Agreement, together with any other addenda and attachments, all of which are incorporated herein by reference, shall continue in full force and effect and are unchanged except as expressly amended hereby.

1. **DEFINITIONS.** For purposes of this Addendum, the terms listed below shall have the special meanings shown. Other capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
  - A. “Franchise Consultant” means an Independent Advisor who meets the minimum standards for eligibility as a Franchise Consultant, as set forth by the Ameriprise Financial Franchise Consultant Program, and is currently approved by Ameriprise Financial to offer franchise consulting services.
2. **SCOPE.** This Addendum: (1) establishes Independent Advisor’s enrollment in the Ameriprise Financial Franchise Consultant Program (the “Program”); (2) identifies Independent Advisor’s role as a Franchise Consultant of the Program; and (3) sets forth the terms and conditions upon which Independent Advisor may offer and provide franchise consulting services during the Term of the Agreement.
3. **FRANCHISE CONSULTANT PROGRAM.**
  - A. **Franchise Consultant Fee.** In consideration of administrative costs, quality assurance monitoring and training resources made available to Independent Advisor and Independent Advisor’s Consultees (defined below), Independent Advisor acknowledges and agrees to pay Ameriprise Financial a fee for participation in the Program (“Franchise Consultant Fee”), as set forth in the Manuals. As part of the Franchise Consultant Fee, Independent Advisor will have the option to attend the Program’s annual leadership conference with conference fees and travel expenses paid by the Program.
  - B. **Program Policies and Standards.** Independent Advisor acknowledges and agrees to abide by all current policies, procedures and standards of the Program, as established by Ameriprise Financial and Franchise Consultant Services, which may be amended from time to time.
  - C. Ameriprise Financial reserves the right, in its sole discretion, to revise or discontinue the Program at any time.
4. **SERVICES.**
  - A. Independent Advisor, in Independent Advisor’s role as a Franchise Consultant, shall offer and provide certain franchise consulting services to other Independent Advisors (“Consultees”) for a fee. The services may include, without limitation: business planning and marketing, coaching, recruitment and training and succession planning (“Services”).
  - B. Independent Advisor acknowledges and agrees that Ameriprise Financial is not responsible for arranging franchise consulting relationships for or on behalf of Independent Advisor.
  - C. **Compliance with the Law.** Independent Advisor acknowledges and agrees to comply with all laws, ordinances, regulations and rules of all applicable federal, state and local governmental, regulatory and self-regulatory agencies, as well as all policies, procedures, requirements and standards of Ameriprise Financial, or those set forth in the agreements between Ameriprise Financial and Independent Advisor, in performing the Services under this Addendum.
5. **TERM.** The term of this Addendum shall commence upon the Effective Date, notwithstanding the date of execution, and shall continue in effect until terminated, as provided in Section 8 (“Term”).

6. COMPENSATION.

- A. In consideration of Independent Advisor's performance of the Services, Independent Advisor, in Independent Advisor's role as a Franchise Consultant, shall receive compensation from Consultees according to the arrangement set forth in each respective Franchise Consultant Services Form submitted and processed through the systems of Ameriprise Financial.
- B. Independent Advisor acknowledges and agrees that Ameriprise Financial is not liable for any compensation due and owed to Independent Advisor, in Independent Advisor's role as a Franchise Consultant, by any Consultee.
- C. Bonuses and Incentives. From time to time, the Program, at its sole discretion, may provide bonuses and/or other incentives, as set forth in the Manuals.

7. SUSPENSION. In the event Independent Advisor is suspended pursuant to Section 16 of the Agreement, this Addendum shall automatically suspend as of the same date. If Independent Advisor's Agreement is reinstated, Ameriprise Financial, in its sole discretion, shall determine whether Independent Advisor may continue offering franchise consulting services.

8. TERMINATION.

- A. Automatic Termination. This Addendum shall automatically terminate in the event of Independent Advisor's:
  - (1) Cancellation or non-renewal of any bond, certificate, license or registration that Independent Advisor is required to hold pursuant to federal or state law, by FINRA, the SEC or other administrative agency, state securities regulator, state insurance commissioner or any other governmental or regulatory agency, or the Agreement.
  - (2) Death or permanent disability.
  - (3) Failure to meet the minimum standards of the Program.
  - (4) Retirement.
  - (5) Voluntary or involuntary bankruptcy or insolvency proceedings.
  - (6) Voluntary or involuntary termination of Independent Advisor's Agreement.
- B. Independent Advisor may, with or without cause, terminate this Addendum upon fourteen (14) days' prior written notice to Ameriprise Financial, pursuant to Section 23 of the Agreement. Notice under this provision shall be delivered to Ameriprise Financial Franchise Consultant Services and Independent Advisor's Field Risk Manager ("FRM") or FRM designate.
- C. Ameriprise Financial may, with or without cause, immediately terminate this Addendum at any time and for any reason.
- D. During the Term of this Addendum and at all times thereafter, Independent Advisor agrees to not disparage Ameriprise Financial or any of its affiliates, including without limitation, its agents, employees or independent contractors, and Products & Services, or take any action that could damage the goodwill of Ameriprise Financial. Independent Advisor understands that nothing contained in this Addendum limits Independent Advisor's ability to raise concerns internally at Ameriprise Financial according to established policies and procedures or file a charge or complaint with the Securities and Exchange Commission, or any other federal, state or local governmental regulatory or law enforcement agency.

9. CONFIDENTIALITY.

- A. Independent Advisor acknowledges and agrees that in the course of providing Services under this Addendum, Independent Advisor will have access to certain confidential and/or proprietary information and materials relating to the business of Ameriprise Financial, which is not generally and readily available to the public (whether or not such information is marked "confidential"), including information regarding the operational, marketing and sales methods and techniques of Ameriprise Financial and the System, which may include, without limitation:
  - (1) Collaboration with field leadership, including quarterly one-on-ones with FFVPs, and regular touchpoints with field leadership and other franchise consultants;
  - (2) Marketing and networking opportunities, including the ability to develop consultancy branding, the ability to market consultancy services to franchisees, invitations to corporate and field partnership networking opportunities (e.g., co-branding, co-presenting and/or event invitations, etc.), and access to the Ameriprise Financial Marketplace with conference events at internal business partner rates;
  - (3) Operational metrics and resources, including access to various consultancy reports (e.g.,

*AdvisorCompass®* reports for Consultees and dashboard resources), planning support from senior leadership for consultancy meetings, and corporate office administrative support for billing of consultant fees;

- (4) Training and development, including access to franchise consultant-only communications and training forums, and an invitation to the Program's annual leadership conference; and
- (5) Incentives and recognition, including the ability to participate in the Franchise Consultant Bonus Program and other recognition programs, the ability to earn crystal credit for the Circle of Success Program, and eligibility for the Artie Award and Premier Franchise Consultant Award.

(collectively, "Confidential Information").

- B. Independent Advisor acknowledges and agrees that the Confidential Information has great value to Ameriprise Financial. Independent Advisor further acknowledges and agrees that because of Independent Advisor's access, Independent Advisor is in a position of trust and confidence with respect to this information. Independent Advisor agrees to hold all Confidential Information in the strictest confidence. Independent Advisor agrees that unauthorized disclosure to a third party or misuse of the Confidential Information would cause severe and irreparable harm to Ameriprise Financial.
- C. During the Term of this Agreement and at all times thereafter, except pursuant to written consent or written policy of Ameriprise Financial:
  - (1) Independent Advisor acknowledges and agrees that Independent Advisor is responsible for the safekeeping of all Confidential Information. Independent Advisor shall exercise the highest degree of care in safekeeping Confidential Information against loss, theft or other inadvertent disclosure, and shall abide by Ameriprise Financial's policies and procedures for the proper safekeeping of Confidential Information.
  - (2) All Confidential Information is and shall remain the sole and exclusive property of Ameriprise Financial. All rights to Confidential Information that Independent Advisor creates or prepares in connection with Independent Advisor's Services under this Addendum are hereby assigned to Ameriprise Financial. Independent Advisor shall not reproduce or allow the reproduction of Confidential Information in any manner whatsoever.
  - (3) Independent Advisor shall not, directly or indirectly, communicate, disclose, reveal or use in any manner any Confidential Information (including this Addendum), whether for himself/herself, except for the purposes of performing Services under this Addendum and in accordance with Ameriprise Financial's policies and for no other purpose, or for the benefit of any other person, association, corporation or partnership. Independent Advisor further agrees to not use any Confidential Information in a manner that is adverse to the interests of Ameriprise Financial. Confidential Information does not include information that is generally known outside of Ameriprise Financial other than as a result of a disclosure by Ameriprise Financial's agents or representatives, or any other person or entity in breach of any contractual, fiduciary or legal obligation of confidentiality to Ameriprise Financial or to any other person or entity with respect to such information, including Independent Advisor.
  - (4) Independent Advisor agrees that the identity of Clients or prospective Clients, including, but not limited to: Client names, addresses, telephone numbers, electronic addresses, and financial and personal data and information is and will always remain Confidential Information. Independent Advisor further agrees that Independent Advisor will not take or use any such Confidential Information upon the expiration or termination of this Addendum. Independent Advisor will not reveal any information about prospective Clients to whom a presentation has been made by an advisor or who might reasonably be expected to do business with Ameriprise Financial. Independent Advisor acknowledges and agrees that Ameriprise Financial is legally obligated to maintain the confidentiality and privacy of Client information.
  - (5) Upon expiration or termination of this Addendum, Independent Advisor shall immediately deliver and return to Ameriprise Financial: (i) any and all Confidential Information (both originals and all copies thereof) in Independent Advisor's possession, custody or control; and (ii) any and all documents and work product shall become and remain the sole and exclusive property of Ameriprise Financial, to be used in such manner and for such purpose as Ameriprise Financial may choose.
  - (6) Independent Advisor agrees to abide by the terms of the Ameriprise Financial Confidentiality Agreement, and Independent Advisor further agrees to execute such agreement at the same time this Addendum is executed.

10. INDEMNIFICATION. Independent Advisor acknowledges and agrees to indemnify and hold Ameriprise Financial and its officers, employees and agents harmless from and against any and all claims, costs, damages, fines, liabilities, losses, penalties and other expenses (including attorney's fees and expert witness costs and fees) arising from or relating to any action or inaction of Independent Advisor in Independent Advisor's role as a Franchise Consultant.
11. NON-SOLICITATION. Independent Advisor acknowledges and agrees, in express consideration for: (1) the various benefits provided to Independent Advisor in conjunction with this Addendum; and (ii) the terms of this Addendum, all of which provide Independent Advisor with significant and valuable consideration and which Independent Advisor would not otherwise be entitled to absent execution of this Addendum, that:
- (1) During the Term of this Addendum and for a period of one (1) year following the expiration or termination thereof, Independent Advisor will not, directly or indirectly, for oneself or through, on behalf of or in conjunction with any person or entity:
- i. Solicit, participate, encourage or assist (collectively, "solicit"), or attempt to solicit any Client that Independent Advisor contacted, learned of or serviced, whether business or consumer, while operating under this Addendum, to terminate an agreement with Ameriprise Financial, or to terminate, surrender, redeem or cancel any Products & Services purchased, ordered, obtained or acquired from or through Ameriprise Financial, or any of its affiliates, Issuers or any registered representative subject to the System, without the prior written approval and consent of Ameriprise Financial, except as set forth in the Manuals;
  - ii. Solicit any actual or prospective Client, whether business or consumer, that Independent Advisor contacted, learned of or serviced in connection with providing the Services under this Addendum, for the purpose of opening an account other than an Ameriprise Financial account or to sell any product or service, including but not limited to, any financial, insurance or investment product or service, the type of which is offered by Ameriprise Financial, other than through Ameriprise Financial, without the prior written approval and consent of Ameriprise Financial; and/or
  - iii. Solicit, recruit, encourage, or attempt to solicit, recruit or encourage any person who is at that time affiliated, associated or employed with Ameriprise Financial as an Independent Advisor, independent contractor or agent to terminate their affiliation, association or employment with Ameriprise Financial.
12. RELATIONSHIP OF THE PARTIES. Independent Advisor acknowledges and agrees that nothing in this Addendum, as it pertains to the Program, shall create or be construed to create an agency, employee, independent contractor, joint venture or partnership between Ameriprise Financial and Independent Advisor.
13. REMEDIES. Independent Advisor acknowledges and agrees that a violation of any provision(s) in paragraph 8(D) of the Termination section, in paragraphs 9(B) and 9(C) of the Confidentiality section or in paragraphs 11(A) or 11(B) of the Non-Solicitation section will result in substantial damage and injury to Ameriprise Financial, the precise amount of which will be difficult to quantify, and therefore, Independent Advisor agrees to pay Ameriprise Financial the sum of one percent (1%) of all client assets transferred from accounts held with Ameriprise Financial or for any damage or loss resulting from said breach, as a fair and reasonable amount of liquidated damages to compensate Ameriprise Financial for said damage or loss. Independent Advisor shall pay any liquidated damages amount owed within thirty (30) days of demand. Independent Advisor further agrees that payment of liquidated damages is in addition to any other relief that Ameriprise Financial may be entitled, including, without limitation: damages, injunctive relief, remedies or rights available at law or in equity, or under any other agreement or section of this Addendum.
14. MISCELLANEOUS.
- A. Amendments. No amendment to or modification of this Addendum, or any part thereof, shall be binding upon the parties hereto unless made in writing and signed by Independent Advisor and an authorized representative of Ameriprise Financial.
  - B. Assignment. Neither this Addendum nor any obligations or rights under this Addendum may be assigned, delegated or otherwise transferred, in whole or in part, by Independent Advisor without Ameriprise

Financial's express written consent.

- C. Entire Agreement. This Addendum, along with any attachments and exhibits incorporated herein, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and it supersedes and terminates all prior agreements, negotiations, promises and representations, whether oral or written, between the parties hereto with respect to the Franchise Consultant role.
- D. Incorporation. This Addendum shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly amended or modified hereby shall remain in full force and effect.
- E. Interpretation. The headings set forth in this Addendum are for convenience purposes only and shall not affect the interpretation or meaning of this Addendum. To the extent any of the terms or conditions contained in this Addendum conflict or contradict any of the terms of conditions of the Agreement, this Addendum shall control.
- F. Severability. If any provision of this Addendum is held, in whole or in part, to be invalid or unenforceable for any reason, all other provisions of this Addendum shall be unimpaired and will nevertheless continue in full force and effect, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- G. Waiver. No delay or omission in the exercise of any remedy or right under this Addendum shall impair such remedy or right or be construed as a waiver of any breach. Any waiver by Ameriprise Financial of any provision(s) of this Addendum will apply only to that provision, not to any other part of this Addendum. A waiver is effective only when in writing and signed by an authorized representative of Ameriprise Financial.
- H. Effective Date. The effective date of this Addendum is \_\_\_\_\_ ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum in duplicate on the date first above written.

**Independent Advisor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Advisor No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Each signing party should retain an original agreement.*



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**ADDENDUM TO  
AMERIPRISE FINANCIAL SERVICES, LLC  
INDEPENDENT ADVISOR BUSINESS FRANCHISE AGREEMENT  
FEE WAIVER**

Ameriprise Financial Services, LLC (“Ameriprise Financial”) and Independent Advisor are parties to the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement (“Agreement”) and hereby agree as follows:

1. SUPPLEMENT TO AGREEMENT. This Addendum to the Agreement (“Addendum”) shall supplement the terms of the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall control.
2. In Section 4 of the Agreement, under the heading “FEES AND COMPENSATION”, the paragraph entitled “Initial Fee”, shall be replaced with the following:
  - A. Initial Fee. In consideration of employee’s current status as an Ameriprise Financial employee and the employee’s job elimination, Ameriprise Financial agrees to waive Independent Advisor’s Initial Fee of One Thousand Five Hundred Dollars (\$1,500).
3. EFFECTIVE DATE. The parties hereto have entered into this Addendum with the understanding that it becomes effective on \_\_\_\_\_ (“Effective Date”).

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

**Independent Advisor**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Advisor No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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**EXHIBIT B**  
**STATE ADDENDA**

The Ameriprise Financial Franchise Disclosure Document is modified as follows, and any applicable subsequent state law addendum may supersede, to the extent then required by applicable and enforceable state law, certain provision(s) of the Franchise Agreement and the Franchise Disclosure Document, dated March 25, 2025,.

**CALIFORNIA**

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000—31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000—20043 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with California law, California law will apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGEMENT SIGNED OR AGREED TO BY YOU IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF: (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT; OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY US, ANY FRANCHISE SELLER, OR ANY OTHER PERSON ACTING ON OUR BEHALF. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

**Item 3, Additional Disclosure(s):**

Neither we nor any person or franchise broker disclosed in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. § 78a, et seq., suspending or expelling such persons from membership in this association or exchange.

**Item 17, Additional Disclosure(s):**

The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code § 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§ 31000—31516). Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 20000—20043).

California Business and Professions Code §§ 20000—20043 establishes your rights concerning termination, transfer or non-renewal of the franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws of Minnesota. This provision may not be

enforceable under California law.

Item 19, Additional Disclosure(s):

Any earnings claim figure(s) do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating the Independent Financial Advisor Business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

HAWAII

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1—482E-12 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Hawaii law, Hawaii law will apply.

THIS FRANCHISE HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS, AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGEMENT SIGNED OR AGREED TO BY YOU IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF: (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT; OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY US, ANY FRANCHISE SELLER, OR ANY OTHER PERSON ACTING ON OUR BEHALF. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

ILLINOIS

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1—705/44 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Illinois law, Illinois law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Item 17, Additional Disclosure(s):

The Illinois Franchise Disclosure Act governs the Franchise Agreement.

Illinois Franchise Disclosure Act § 705/41 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois Franchise Disclosure Act § 705/4 provides that “any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this State [Illinois] is void, provided that a franchise agreement may provide for arbitration in a forum outside of this State [Illinois].”

## MARYLAND

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201—14-233 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Maryland law, Maryland law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

### Item 17, Additional Disclosure(s):

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any provisions in the Disclosure Document or Franchise Agreement that require you to disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The general release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

### Franchise Agreement, Section 28:

Franchise Agreement, Section 28 (“Acknowledgements”) does not apply and is hereby stricken if you are a Maryland resident, or if the Independent Financial Advisor Business franchise is to be located in Maryland.

## MINNESOTA

To the extent the Minnesota Franchise Act, Minn. Stat. §§ 80C.01—80C.22 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Minnesota law, Minnesota law will apply.

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J), prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement(s) can abrogate or reduce: (1) any of your rights as provided for in Minnesota Statute 80C; or (2) your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J). A court will determine if a bond is required.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

### Item 17, Additional Disclosure(s):

With respect to franchises located in Minnesota or franchisees domiciled in or citizens of Minnesota, we will comply with Minnesota Statute 80C.14, subds. 3—5, which require, except in certain specified cases:



- That a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and
- That consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota prohibits a franchisor from restricting, restraining or prohibiting a franchisee from: (i) soliciting or hiring any employee of a franchisee of the same franchisor; or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Minnesota.

Item 19, Additional Disclosure(s):

Minnesota Rule 2860.4400(D) provides that any general release of claims that you may have against us, including without limitation, claims arising under federal, state, and local laws and regulations shall exclude claims you may have under the Minnesota Franchise Act and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

The limitations of claims section must comply with Minnesota Statute § 80C.17, subd. 5.

Minnesota considers it unfair to not protect a franchisee's right to use the trademarks. Minnesota Statute 80C.12, subd. 1(G) provides that we are required to protect any rights you may have to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the same.

NEW YORK

To the extent the New York General Business Law, Article 33 §§ 680—695 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with New York law, New York law will apply.

Cover Page, Additional Disclosure(s):

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

Item 3, Additional Disclosure(s):

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2 or an affiliate offering franchises under the franchisor's principal trademark:

1. No such party has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable civil or misdemeanor allegations.
2. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of: the number of franchisees and the size; nature or financial condition of the franchise system or its business operations.
3. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge, or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

4. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

Item 17, Additional Disclosure(s):

Item 17(c), 17(m): The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend”**, and Item 17(m), titled **“Conditions for franchisor approval of transfer”**: To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of General Business Law §§ 687(4) and 687(5) be satisfied.

Item 17(d): The following replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**: You may terminate the agreement on any grounds available by law.

Item 17(v): The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**: The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

#### NORTH DAKOTA

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01—51-19-17 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with North Dakota law, North Dakota law will apply.

Item 17, Additional Disclosure(s):

**THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (N.D.C.C. § 51-19-09):**

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to N.D.C.C. § 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of the disputes at a location that is remote from the site of the franchisee’s business.
3. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
8. General Release: Franchise agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

## RHODE ISLAND

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§ 19-28.1-1—19-28.1-34 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Rhode Island law, Rhode Island law will apply.

### Item 17, Additional Disclosure(s):

Rhode Island Franchise Investment Act § 19-28.1-14 provides that: “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

## VIRGINIA

To the extent the Virginia Retail Franchising Act, Va. Code §§ 13.1-557—13.1-574 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Virginia law, Virginia law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

### Item 17, Additional Disclosure(s):

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

Virginia Retail Franchising Act § 13.1-564 provides that it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

## WASHINGTON Addendum to the Franchise Disclosure Document, Franchise Agreement, and Related Agreements

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010—19.100.940 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Washington law, Washington law will apply.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

### Item 17, Additional Disclosure(s):

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining or prohibiting a franchisee from: (i) soliciting or hiring any employee of a franchisee of the same franchisor; or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

#### Franchise Agreement, Section 22(B):

Section 22(B) is hereby stricken and replaced with the following: Ameriprise Financial makes no guarantees or warranties and assumes no liability or obligation to Independent Advisor, by providing any approval, consent, suggestion, or waiver to Independent Advisor in connection with this Agreement or by reason of any delay, denial or neglect of any request therefor.

#### Franchise Agreement, Section 24(A):

Section 24(A) is hereby stricken and placed with the following:

This Agreement and the attachments hereto, constitute the entire agreement between Ameriprise Financial and Independent Advisor concerning the subject matter hereof, and supersede all prior and contemporaneous agreements, negotiations, and representations (oral and written). No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement is intended to disclaim any representations that Ameriprise Financial made in the Franchise Disclosure Document Ameriprise Financial provided to Independent Advisor.

#### Franchise Agreement, Section 28(A):

Franchise Agreement, Section 28(A) (“Acknowledgements”) is hereby stricken and replaced with the following:

INDEPENDENT ADVISOR ACKNOWLEDGES THAT HE OR SHE RECEIVED A COMPLETE COPY OF THIS AGREEMENT, THE ATTACHMENTS HERETO, AND AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT). INDEPENDENT ADVISOR FURTHER ACKNOWLEDGES THAT HE OR SHE RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED “DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES” AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (EXCLUSIVE OF THE DAY INDEPENDENT ADVISOR RECEIVED THE DOCUMENT AND THE DAY INDEPENDENT ADVISOR SIGNED THIS AGREEMENT).

Franchise Agreement, Section 28(B):

Franchise Agreement, Section 28(B) (“Acknowledgements”) does not apply and is hereby stricken if you are a Washington resident, or if the Independent Financial Advisor Business franchise is to be located in Washington.

Exhibit H, Promissory Note, Section 14:

Promissory Note, Section 14 is hereby stricken and replaced with the following: A waiver or modification of any term of the Note or any of the obligations secured thereby must be made in writing and signed by a duly authorized representative of Ameriprise and shall be limited to the express terms of such waiver or modification.

#### WISCONSIN

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01—553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01—135.07 applies, the terms of this Addendum apply. If any provisions of the Franchise Agreement or Franchise Disclosure Document are inconsistent with Wisconsin law, Wisconsin law will apply.

Item 17, Additional Disclosure(s):

The Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. The Law further provides that ninety (90) days prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has sixty (60) days to cure the deficiency and if the deficiency is cured, the notice is void.

The Wisconsin Fair Dealership Law, Wis. Stat. Ch. 135 supersedes any provisions of the Franchise Agreement or the Disclosure Document or a related contract, which are inconsistent with that Law.

**ACKNOWLEDGMENT:**

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

**Independent Advisor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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# EXHIBIT C

## LIST OF AFFILIATES

| Entity  | Principal Address   |
|---|---|
| Advisory Capital Strategies Group Inc.                        | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| AEXP Affordable Housing Portfolio, LLC                        | 1209 Orange Street<br>Wilmington, DE 19801  |
| Ameriprise Financial, Inc.                                    | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| American Enterprise Investment Services Inc.                  | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| Ameriprise Advisor Capital, LLC                               | 1163 Ameriprise Financial Center<br>Minneapolis, MN 55474                           |
| Ameriprise Advisor Financing 2, LLC                           | 1209 Orange Street<br>Wilmington, DE 19801  |
| Ameriprise Asset Management Holdings Hong Kong                | Unit 3004, Two Exchange Square<br>8 Connaught Place<br>Central Hong Kong, Hong Kong |
| Ameriprise Asset Management Holdings Singapore (Pte.) Limited | 3 Killiney Road<br>#07-07 Winsland<br>House 1<br>Singapore, 239519                  |
| Ameriprise Bank, FSB  | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| Ameriprise Capital Trusts I-IV                                | 55 Ameriprise Financial Center<br>Minneapolis, MN 55474                             |
| Ameriprise Captive Insurance Company                          | c/o Willis Management<br>1 Lawson Lane, Suite 410<br>Burlington, VT 05401           |
| Ameriprise Certificate Company                                | 1099 Ameriprise Financial Center<br>Minneapolis, MN 55474                           |
| Ameriprise Holdings, Inc.                                     | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| Ameriprise India LLP  | 50/9 1st Floor<br>Tolstoy Lane<br>Janpath, New Delhi, Delhi 110001, India           |
| Ameriprise India Partner, LLC                                 | 50/9 1st Floor<br>Tolstoy Lane<br>Janpath, New Delhi, Delhi 110001, India           |
| Ameriprise International Holdings GmbH                        | c/o Aidoo Ag<br>Industriestrasse 49<br>6300 Zug, Switzerland                        |
| Ameriprise Trust Company                                      | 1200 Northstar West<br>Minneapolis, MN 55440  |
| AMPF Holding, LLC   | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| AMPF Property Corporation                                     | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| Cash Flow Asset Management GP, LLC                            | 712 Main Street, Suite 2500<br>Houston, TX 77002                                    |
| Cash Flow Asset Management, LP                                | 100 Waugh Drive, Suite 600<br>Houston, TX 77007                                     |
| Columbia Cent CLO Advisers, LLC                               | 225 Franklin Street<br>Boston, MA 02110   |
| Columbia Management Investment Advisers, LLC                  | 225 Franklin Street<br>Boston, MA 02110   |

| Entity   | Principal Address  |
|--|--|
| Columbia Management Investment Distributors, Inc.          | 290 Congress Street<br>Boston, MA 02210  |
| Columbia Management Investment Services Corporation        | 225 Franklin Street<br>Boston, MA 02110  |
| Columbia Threadneedle AM (Holdings) Plc                    | 6th Floor Quartermile 4<br>7A Nightingale Way<br>Edinburgh, EH3 9EG, Scotland  |
| Columbia Threadneedle Canada Holdings, Inc.                | 100 King Street West<br>Toronto, ON M6K 1J7, Canada  |
| Columbia Threadneedle Canada, Inc.                         | 100 King Street West<br>Toronto, ON M6K 1J7, Canada  |
| Columbia Threadneedle Capital (Group) Limited              | Intertrust Corporation Services Limited<br>One Nexus Way Camana Bay<br>Grand Cayman, KY1-9005, Cayman Islands                |
| Columbia Threadneedle (EM) Investments Limited             | 95 Wigmore Street<br>London, W1U 1DJ, United Kingdom   |
| Columbia Threadneedle (Europe) Limited                     | Exchange House<br>Primrose Street<br>London, EC2A 2NY, United Kingdom  |
| Columbia Threadneedle Foundation                           | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom   |
| Columbia Threadneedle Fund Management Limited              | Exchange House<br>Primrose Street<br>London, EC2A 2NY, United Kingdom  |
| Columbia Threadneedle Investment Business Limited          | Exchange House<br>Primrose Street<br>London, EC2A 2NY, United Kingdom  |
| Columbia Threadneedle Investment Services Limited          | PO Box 10033<br>Chelmsford<br>Essex, CM99 2AL, United Kingdom  |
| Columbia Threadneedle Investments Japan Co. Limited        | Otemachi Financial City Grand Cube 18F<br>1 Chome-9-2 Otemachi<br>Chiyoda-Ku, Tokyo, 100-0004, Japan                         |
| Columbia Threadneedle Investments (ME) Limited             | Gate Village 5, Level 2<br>Dubai International Financial Centre<br>Dubai, United Arab Emirates                               |
| Columbia Threadneedle Investments UK International Limited | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom   |
| Columbia Threadneedle Luxembourg S.A.                      | 49 Avenue John F. Kennedy<br>L-1855 Luxembourg   |
| Columbia Threadneedle Malaysia Sdn. Bhd.                   | Suite 14-1, Level 14, Wisma UOA Damansara II No. 6<br>Changkat Semantan<br>Damansara Heights<br>50490 Kuala Lumpur, Malaysia |
| Columbia Threadneedle Management (Swiss) GmbH              | Claridenstrasse 41<br>8002 Zurich, Switzerland   |
| Columbia Threadneedle Management Limited                   | Exchange House<br>Primrose Street<br>London, EC2A 2NY, United Kingdom  |
| Columbia Threadneedle Multi-Manager, LLP                   | Exchange House<br>Primrose Street<br>London, EC2A 2NY, United Kingdom  |
| Columbia Wanger Asset Management, LLC                      | 71 South Wacker, Suite 2500<br>Chicago, IL 60606   |
| CREAD Ventures AIV, LP                                     | 1209 Orange Street<br>Wilmington, DE 19801   |

| Entity   | Principal Address   |
|--|---|
| CTM Holdings Limited                                       | Palazzo Pietro Stiges<br>103 Strait Street<br>Valletta, VLT 1436, Malta |
| Emerging Global Advisors, LLC                              | 155 West 19th Street<br>New York, NY 10011                              |
| GA Legacy, LLC   | 1209 Orange Street<br>Wilmington, DE 19801                              |
| Houston BBP, LP  | 7807 Lont Point, Suite 200<br>Houston, TX 77055                         |
| Investment Professionals, Inc.                             | 16414 San Pedro Avenue, Suite 300<br>San Antonio, TX 78232              |
| Investors Syndicate Development Corp.                      | One East Street<br>Reno, NV 89501                                       |
| J. & W. Seligman & Co. Incorporated                        | 100 Park Avenue<br>New York, NY 10017                                   |
| LCFRE Nashville Carothers GP, LP                           | 100 Waugh Drive, Suite 600<br>Houston, TX 77007                         |
| LCFRE Nashville Carothers Holdings, LLC                    | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| LCFRE Nashville Carothers (TN), LP                         | 100 Waugh Drive, Suite 600<br>Houston, TX 77007                         |
| Lionstone Advisory Services, LLC                           | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone BBP Limited Partner, LLC                         | 1163 Ameriprise Financial Center<br>Minneapolis, MN 55474               |
| Lionstone CFRE II Real Estate Advisory, LLC                | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone Commercial Real Estate Alpha Driver Partners, LP | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone CREAD Partners Two, LLC                          | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone Development Services, LLC                        | 1163 Ameriprise Financial Center<br>Minneapolis, MN 55474               |
| Lionstone LORE Two, LLC                                    | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone Oregon Real Estate One, LP                       | 100 Waugh Drive, Suite 600<br>Houston, TX 77007                         |
| Lionstone Partners, LLC                                    | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone Raleigh Development Partners GP, LLC             | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone Raleigh Development Partners, LP                 | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone RDP Channel House Investors, LP                  | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone RDP Co-Investment Fund 1 GP, LLC                 | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone RDP Co-Investment Fund 1, LP                     | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone RDP PCS Phase I Investors, LP                    | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone RDP Platform Investors, LP                       | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |
| Lionstone RDP Tower V Investors GP, LLC                    | 712 Main Street, Suite 2500<br>Houston, TX 77002                        |

| Entity   | Principal Address   |
|--|---|
| Lionstone RDP Tower V Investors, LP            | 712 Main Street, Suite 2500<br>Houston, TX 77002                      |
| Lionstone US-Value-Add Five, LP                | 712 Main Street, Suite 2500<br>Houston, TX 77002                      |
| Lionstone VA Five, LLC                         | 712 Main Street, Suite 2500<br>Houston, TX 77002                      |
| LPL 1111 Broadway GP, LLC                      | 1163 Ameriprise Financial Center<br>Minneapolis, MN 55474             |
| LPL 1111 Broadway, LP                          | 100 Waugh Drive, Suite 600<br>Houston, TX 77007                       |
| Pyrford International Limited                  | 95 Wigmore Street<br>London, W1U 1DJ, United Kingdom                  |
| RiverSource CDO Seed Investments, LLC          | 903 Third Avenue South<br>Minneapolis, MN 55402                       |
| RiverSource Distributors, Inc.                 | 903 Third Avenue South<br>Minneapolis, MN 55402                       |
| RiverSource Life Insurance Company             | 903 Third Avenue South<br>Minneapolis, MN 55402                       |
| RiverSource Life Insurance Co. of New York     | 20 Madison Avenue Extension<br>Albany, NY 12203                       |
| RiverSource NY REO, LLC                        | 20 Madison Avenue Extension<br>Albany, NY 12203                       |
| RiverSource REO 1, LLC                         | 227 Ameriprise Financial Center<br>Minneapolis, MN 55474              |
| RiverSource Tax Advantaged Investments, Inc.   | 903 Third Avenue South<br>Minneapolis, MN 55402                       |
| Sackville TIPP Property (GP) Limited           | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |
| Seligman Partners, LLC                         | 100 Park Avenue<br>New York, NY 10017                                 |
| TAM Investment Limited                         | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |
| TAM UK Holdings Limited                        | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |
| TAM UK International Holdings Limited          | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |
| TC Financing Limited                           | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |
| Thames River Capital, LLP                      | Exchange House<br>Primrose Street<br>London, EC2A 2NY, United Kingdom |
| Threadneedle Asset Management Finance Limited  | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |
| Threadneedle Asset Management Holdings Limited | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |
| Threadneedle Asset Management Limited          | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom  |

| Entity   | Principal Address   |
|--|---|
| Threadneedle Asset Management (Nominees) Limited   | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Asset Management Oversight Limited    | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle EMEA Holdings 1, LLC                  | 903 Third Avenue South<br>Minneapolis, MN 55402                                     |
| Threadneedle Holdings Limited                      | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle International Limited                 | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Investment Services Limited           | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Investments (Channel Islands) Limited | IFC-1<br>The Esplanade<br>St Helier, JE1 4BP, Jersey                                |
| Threadneedle Investments Limited                   | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Investments Singapore (Pte.) Limited  | 3 Killiney Road<br>#07-07 Winsland<br>House 1<br>Singapore, 239519                  |
| Threadneedle Management Luxembourg S.A.            | 44 Rue De La Vallee<br>L-2661 Luxembourg  |
| Threadneedle Management Services Limited           | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Navigator ISA Manager Limited         | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Pensions Limited                      | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Pension Trustees Limited              | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Portfolio Services AG                 | Claridenstrasse 41<br>8002 Zurich, Switzerland                                      |
| Threadneedle Portfolio Services Hong Kong Limited  | Unit 3004, Two Exchange Square<br>8 Connaught Place<br>Central Hong Kong, Hong Kong |
| Threadneedle Portfolio Services Limited            | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Property Investments Limited          | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| Threadneedle Unit Trust Manager Limited            | Cannon Place<br>78 Cannon Street<br>London, EC4N 6AG, United Kingdom                |
| TMS Investment Limited                             | 44 Esplanade<br>St Helier, JE4 9WG, Jersey  |



| Entity               | Principal Address   |
|----------------------|---|
| WAM Holdings Limited | Exchange House<br>Primrose Street<br>London, EC2A 2NY, United Kingdom |

## EXHIBIT D

### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Confidentiality Agreement"), by and between Ameriprise Financial Services, LLC ("Ameriprise Financial", "we", "our" or "us") and \_\_\_\_\_ ("you" or "your") (each, a "Party" and collectively, the "Parties"). Ameriprise Financial desires to share certain information contained in certain manuals, which may be considered confidential, proprietary, sensitive and/or a trade secret (collectively, "Confidential Information") with you.

To ensure protection of the Confidential Information and in consideration of the agreement to provide information hereunder, the parties hereby agree as follows:

1. The Confidential Information we are providing to you is for the sole purpose of allowing you to evaluate the professional standards under which you would be required to operate the Independent Financial Advisor Business if you execute the Ameriprise Financial Services, LLC Independent Advisor Business Franchise Agreement.
2. Neither this Agreement, nor the providing of information hereunder, shall be construed as conferring, conveying, creating, granting or transferring to you, any authority, license or rights in or to the information provided.
3. In maintaining confidentiality hereunder, you agree that you shall not, without first obtaining Ameriprise Financial's written consent, disclose, make available, reproduce or transmit to any person, firm or enterprise, or, except for the express purpose of evaluating the professional standards under which you would be required to operate the Independent Financial Advisor Business, use, directly or indirectly, for your own benefit or the benefit of others, any Confidential Information.
4. You agree that your distribution and/or individual use of the Confidential Information shall be limited to your accountant, attorney or other personal consultant on a "need to know" basis.
5. The Confidential Information includes, but not limited to: the Code of Conduct and minimum standards regarding Client Satisfaction, Compliance and Quality of Advice, as well as standards regarding communications, compensation, processing procedures, signage and use of the Proprietary Marks.
6. Both parties hereto acknowledge and agree that providing information hereunder shall not bind or commit either party to enter into an agreement. You shall not rely on any information provided as a commitment or an inducement to act or not to act in any given manner. Accordingly, we shall not be liable to you in any manner whatsoever for: (i) any changes in business organization, plans, practices, products, services or otherwise; or (ii) any costs, decisions, expenses or obligations incurred, based on your decision to rely on or use any information provided hereunder.
7. Each party hereto agrees that in the event of a breach or threatened breach of the provisions of this Confidentiality Agreement, Ameriprise Financial will have no adequate remedy in damages or money, and accordingly, shall be entitled to injunctive relief; provided, however, no specification in this Confidentiality Agreement of any particular remedy shall be construed as a prohibition or waiver of any other remedies in the event of a breach or threatened breach of this Confidentiality Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

#### Independent Advisor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

#### Ameriprise Financial Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## EXHIBIT E

### STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

#### **CALIFORNIA**

California Commissioner of Financial Protection and Innovation  
Department of Financial Protection and Innovation  
2101 Arena Boulevard  
Sacramento, CA 95834

#### **HAWAII**

Hawaii Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, HI 96813

#### **ILLINOIS**

Illinois Secretary of State  
213 State Capitol  
Springfield, IL 62756

#### **INDIANA**

Indiana Secretary of State  
Securities Division  
302 West Washington Street, Room E111  
Indianapolis, IN 46204

#### **MARYLAND (AGENT)**

Maryland Commissioner of the Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202

#### **MARYLAND (STATE ADMINISTRATOR)**

Maryland Office of the Attorney General  
Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202

#### **MICHIGAN**

Michigan Director of Corporations, Securities & Commercial Licensing Bureau  
2407 North Grand River Avenue  
Lansing, MI 48906

#### **MINNESOTA**

Minnesota Commissioner of Commerce  
Golden Rule Building  
85 7th Place East, Suite 280  
Saint Paul, MN 55101

#### **NEW YORK (AGENT)**

New York Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12231

#### **NEW YORK (STATE ADMINISTRATOR)**

New York Office of the Attorney General  
Investor Protection Bureau  
State Capitol  
State Street and Washington Avenue  
Albany, NY 12224

#### **NORTH DAKOTA**

North Dakota Securities Commissioner  
Securities Department  
600 East Boulevard Avenue, 14th Floor  
Bismarck, ND 58505

#### **RHODE ISLAND**

Rhode Island Director of Business Regulation  
Securities Division  
1511 Pontiac Avenue, Building 69-1  
Cranston, RI 02920

#### **SOUTH DAKOTA**

South Dakota Director of the Division of Securities  
Division of Insurance – Securities Regulation  
124 S. Euclid Avenue, 2nd Floor  
Pierre, SD 57501

#### **VIRGINIA (AGENT)**

Clerk of Virginia, State Corporation Commission  
1300 East Main Street  
Richmond, VA 23219

#### **VIRGINIA (STATE ADMINISTRATOR)**

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, VA 23219

#### **WASHINGTON**

Washington Director of the Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, WA 98501

#### **WISCONSIN**

Wisconsin Administrator of the Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, WI 53705

If a state is not listed, Ameriprise Financial has not appointed an agent for service of process in that state as required under certain franchise laws. There may be states, in addition to those listed above, in which Ameriprise Financial has appointed an agent for service of process and/or appointed additional agents in some of the states listed herein.

## EXHIBIT F

### INDEPENDENT ADVISOR COMPLIANCE CERTIFICATION

By initialing each item and signing below, I acknowledge:

- \_\_\_\_\_ 1. I have received, reviewed and understand all of the terms of the Independent Advisor Business Franchise Agreement ("Agreement").
- \_\_\_\_\_ 2. I have personally reviewed and understand all of the information in Ameriprise Financial Services, LLC's ("Ameriprise Financial") Franchise Disclosure Document ("FDD") and any applicable state specific Addendum to the FDD.
- \_\_\_\_\_ 3. I have had the FDD for fourteen (14) calendar days and the execution copy of the Independent Advisor Business Franchise Agreement for seven (7) calendar days.
- \_\_\_\_\_ 4. I understand that Ameriprise Financial may terminate the Independent Advisor Business Franchise Agreement or refuse to renew it if I do not meet certain performance standards.
- \_\_\_\_\_ 5. I have signed the Independent Advisor Business Franchise Agreement and Addendum (if any) on \_\_\_\_\_, 20\_\_\_\_\_, and I acknowledge that no agreement or addendum is effective until dated and signed by Ameriprise Financial.
- \_\_\_\_\_ 6. I understand that: (i) this is a highly competitive business; (ii) I have no exclusive territory or customers; and (iii) among my competitors will be other businesses which Ameriprise Financial operates and/or are affiliated with Ameriprise Financial, as well as other franchisees.
- \_\_\_\_\_ 7. I understand that Ameriprise Financial's affiliates also sell the same or similar products and services that I will be selling through other distribution channels, including agents, brokers, dealers, direct marketing, franchised offices, independent dealers, national media, online services and telemarketing.
- \_\_\_\_\_ 8. To the extent I am an existing/past employee of Ameriprise Financial, during the course of my relationship with Ameriprise Financial, I may have received various documents and information regarding expenses, profits and revenues relating to the Independent Financial Advisor Business. I understand that such information was of a generic nature and did not relate to my specific circumstances or those of any other advisor; nor was the information designed to permit me to make any determination of my future financial performance as an Ameriprise Financial franchisee. I have not relied on any of this information in reaching my decision to purchase this franchise.
- \_\_\_\_\_ 9. I understand that, to the extent an existing franchisee or other representative has referred me to Ameriprise Financial, I have not received from them, any oral or written information concerning actual or potential income, profits or sales of an Independent Advisor.
- \_\_\_\_\_ 10. To the extent I have received from Ameriprise Financial, a business planning guide or similar tool – such as a tool in the "Value of Choice Tool Suite," I have independently determined all financial variables necessary to complete the tables in that guide and to estimate my potential performance as a franchisee. I have not received any assistance or direction from an Ameriprise Financial representative in determining those financial variables.

#### MARYLAND

Do not sign this Independent Advisor Compliance Certification if you are a Maryland resident, or if the Independent Financial Advisor Business franchise is to be located in Maryland.

#### WASHINGTON

Do not sign this Independent Advisor Compliance Certification if you are a Washington resident, or if the Independent Financial Advisor Business franchise is to be located in Washington.

#### **Independent Advisor**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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# EXHIBIT G

## FRANCHISE CONSULTING SERVICES AGREEMENT

*Franchise Consultants and Independent Advisors are required to enter into a written agreement setting forth franchise consulting services and fees. This Franchise Consulting Services Agreement is a template designed to stimulate your thought process as you customize your own agreement. You should consider consulting an attorney or other professional about your agreement. This agreement is between Franchise Consultant and Independent Advisor only; **Ameriprise Financial Services, LLC is not a party to this agreement.***

## FRANCHISE CONSULTING SERVICES AGREEMENT

This Franchise Consulting Services Agreement ("Agreement") by and between \_\_\_\_\_ ("Franchise Consultant") and \_\_\_\_\_ ("Independent Advisor").

WHEREAS, Franchise Consultant is an independent franchise advisor of Ameriprise Financial Services, LLC ("Ameriprise Financial"), who is engaged in the business of providing franchise consulting services to other independent advisors of Ameriprise Financial; and

WHEREAS, Independent Advisor desires to engage Franchise Consultant to perform certain franchise consulting services, as defined herein.

NOW, THEREFORE, in mutual consideration of the terms set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to as follows:

1. **SERVICES.** Franchise Consultant shall collaborate with field leadership and Independent Advisor to provide appropriate support in the following areas ("Services"):
  - Assimilation and integration of franchise programs and priorities, including:
    - Affluent client acquisition
    - Consistent client experience
    - Financial planning as a way of doing business
  - Business and marketing planning
  - Four (4) professional coaching sessions
  - Recruitment and onboarding of new franchise advisors
  - Succession planning for continuity of client experience
2. **COMPENSATION.** In consideration of Franchise Consultant's performance of the Services, Independent Advisor shall pay Franchise Consultant \_\_\_\_\_% of Independent Advisor's GDC, which shall be paid as an ongoing compensation percentage split through the systems of Ameriprise Financial, the franchisor.
  - And/Or –In consideration of Franchise Consultant's performance of the Services, Independent Advisor shall pay Franchise Consultant \$\_\_\_\_\_ each service period, which shall be paid from Independent Advisor's compensation statement through the systems of Ameriprise Financial, the franchisor.
3. **TERM.** The term ("Term") of this Agreement shall commence upon the Effective Date, notwithstanding the date of execution, and shall continue in effect until terminated.
4. **TAXES.** Franchise Consultant shall be exclusively and solely responsible for payment of any and all taxes by any governmental agency in connection with or incident to compensation paid pursuant to this Agreement for: (i) income taxes; (ii) social security; (iii) unemployment compensation insurance; or (iv) any other taxes upon amounts paid to Franchise Consultant under this Agreement.
5. **TERMINATION.** This Agreement may be terminated by either party hereto, with or without cause, at any time upon thirty (30) days' advance written notice to the other party. Termination of this Agreement by either party hereto shall not affect the rights and obligations the parties accrued prior to the effective date of the termination.
6. **MISCELLANEOUS.**
  - A. **AMENDMENT.** No amendment, modification (oral or written), supplement or waiver of this Agreement (or any provisions herein) shall be binding upon the parties hereto unless made in a writing, duly signed by the parties and executed by their authorized officers or agents.

- B. This Agreement shall not be amended or otherwise modified except by a written agreement signed by both parties hereto.
- C. ASSIGNMENT. Neither party hereto may assign, cede or transfer any of its interest, obligations or rights under this Agreement.
- D. ENTIRE AGREEMENT. This Agreement, along with any addendums or attachments incorporated herein, represents the entire agreement and understanding between the parties hereto with respect to the subject-matter contained herein, and it supersedes and terminates all prior agreements, negotiations, promises and representations, whether oral or written, between the parties with respect to the subject matter.
- E. GOVERNING LAW. This Agreement is a [State] contract. It shall be construed and governed in all respects in accordance with the laws of the State of [State] and applicable federal, state, FINRA (and other applicable self-regulatory organizations) laws, regulations and rules.
- F. SEVERABILITY. If any provision of this Agreement is held, in whole or in part, to be illegal, invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect. The illegal, invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- G. EFFECTIVE DATE. The effective date of this Agreement is \_\_\_\_\_ (Date<sup>1</sup>).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**Independent Advisor**

**Franchise Consultant**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

<sup>1</sup> The Effective Date must be the Wednesday after a Service Period cut-off date.

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**EXHIBIT H**  
**SAMPLE TRANSITION PROMISSORY NOTE**



1. FOR VALUE RECEIVED, the undersigned (hereinafter the “Independent Advisor”) promises to pay to the order of “Ameriprise Financial Services, LLC” (hereinafter “Ameriprise”) the principal sum of \$100,000.00 plus interest which is payable at a rate equal to one quarter point more than the semi-annual mid-term Applicable Federal Rate as defined in Section 1274 (d) of the Internal Revenue Code of 1986, as amended, compounded annually, determined as of the date the loan is made (the “Applicable Rate”). The current Applicable Federal Rate is 4.41% making the total interest rate for the purpose of this loan 4.66%. In the event of a default by Independent Advisor on this loan, or the obligations described herein, (i) as allowable by applicable law, the interest rate effective for the period prior to the default shall convert to 10% per annum, and all payments previously made hereunder shall be recalculated using an 10% interest rate (this recalculation may result in a change to the outstanding principal and interest); and (ii) the interest rate effective for the period beginning the date of default shall convert to the maximum rate allowable by applicable law. This default interest rate is contemplated by the parties to account for the reduction in value of this note as an asset held by Ameriprise and fall within the range of actual damages that the parties could have anticipated would flow from such a default, and the parties acknowledges that such an increase in the interest rate is a common method of recouping the type of loss incurred by a lender upon a borrower’s default. This agreement shall be referred to as the “Agreement” or “Note.”

However, in no event shall the amount of interest due or payment in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by Ameriprise, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify Ameriprise, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Principal and interest shall be due and payable in monthly installments of \$1,397.47 for 7 years on the second paydate Friday of each month starting the second month of this loan.

2. If Independent Advisor’s Business Franchise Agreement (the “Franchise Agreement”) terminates for any reason including, but not limited to, death, resignation, Independent Advisor becomes insolvent or files for bankruptcy while affiliated with Ameriprise, then the unpaid balance of the principal sum, plus accrued interest, shall become immediately due and payable as of the date of any of the above-described events. Independent Advisor’s failure to immediately pay any outstanding balance when due shall serve as a default to this Agreement without any need for prior demand or presentment by Ameriprise. Further, any incident of breach or default by Independent Advisor of any other Agreements or obligations of Independent Advisor to Ameriprise, including without limitation, maintaining proper licensure and compliance with all applicable laws and regulations, as well as complying with Ameriprise policies and Code of Conduct, may also serve as a default to this Agreement at Ameriprise’s sole discretion.

In addition, if Independent Advisor transfers direct or indirect interest in the Franchise Agreement in whole or in part, or any portion of the assets of the Independent Financial Advisor Business, in a manner inconsistent with Ameriprise policies or practices as defined in the Franchise Agreement, may result in default of this Agreement at Ameriprise’s sole discretion.

- A. In the event that Independent Advisor becomes employed or affiliated with a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor after default on this Note or while any amounts are still outstanding on this Note, Independent Advisor agrees to promptly inform such subsequent employer, associated firm, broker-dealer or Registered Investment Advisor of the outstanding Note amounts due and consents to permit Ameriprise to also inform Independent Advisor’s new employer, associated firm, broker- dealer or Registered Investment Advisor of the

outstanding debt and Note.

- B. In the event of default, Independent Advisor grants to Ameriprise a limited power of attorney to act on Independent Advisor's behalf to make a legally enforceable request to any subsequent employer, associated firm, broker-dealer or Registered Investment Advisor who may provide to Independent Advisor a subsequent bonus or loan for payment of such bonus or loan in full or in part to Ameriprise in amounts sufficient to satisfy any outstanding obligations on the Note. Independent Advisor also agrees that any subsequent bonus or loan from a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor may be subject to a lien for the discharge of any indebtedness or obligations under this Note. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the payment in full of the obligations under this Note.

3. All or any portion of unpaid principal and accrued interest may be prepaid at any time without premium or fee. Independent Advisor expressly requests and consents that any amounts due or owing on loans from Ameriprise be deducted from Independent Advisor's compensation. Any payments or prepayments (whether voluntary or otherwise) shall be applied at the option of Ameriprise first to collection costs, if any, then to accrued interest, and then to principal. Notwithstanding the above, following a default by Independent Advisor of this agreement, Ameriprise may at any time, and at its sole and absolute discretion, demand full or partial payment of the outstanding balance due under this Note.

4. Independent Advisor hereby represents and warrants that the proceeds of the loan evidenced by this Note are advanced as a result of commercial activity, are based upon business metrics, and are intended to assist Independent Advisor in continuing to achieve similar commercial performance to the degree that such performance is in the interest of the customers of Ameriprise.

5. Independent Advisor hereby agrees that Ameriprise may assign the obligations and/or benefits of this Note to any other party without the consent of, or notice to, the Independent Advisor, and such assignment shall transfer the obligations and/or benefits under this Note to such assignee. Independent Advisor may not assign the obligations and/or benefits of this Note.

6. Independent Advisor agrees that any dispute arising between the parties to this Agreement (including but not limited to Independent Advisor's default on the loan) shall be subject to arbitration pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes. Independent Advisor agrees that the exclusive process for resolving any disputes arising between the parties to this Agreement (the "Covered Claims") shall be arbitration on an individual basis only, not on a class, collective or representative action basis. Independent Advisor further agrees not to participate as a class or collective action representative, or as a member of any class, collective, or representative action, in any action for or related to Covered Claims. Independent Advisor agrees that arbitrators appointed under the authority of this arbitration agreement are not authorized to conduct a class, collective, or representative action arbitration for or related to Covered Claims. Independent Advisor agrees that if Independent Advisor is included within any class action, collective action, or representative action in court or in arbitration involving any Covered Claims, Independent Advisor shall take all steps necessary to opt out of the action, or refrain from opting in to the action, as applicable.

- A. To the extent any dispute is arbitrated pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes, Independent Advisor agrees to expedite such arbitration and hearing on the Note to the fullest extent possible pursuant to the applicable Code of Arbitration Procedure.
- B. In the event that Independent Advisor is in default with respect to the Note, Independent Advisor hereby stipulates to the entry of an Award in favor of Ameriprise and against Independent Advisor for all outstanding principal and interest, as well as all costs of collection incurred by Ameriprise, owed pursuant to this Agreement ("Stipulated Award Claim"). Independent Advisor agrees that

any claims which Independent Advisor may have against Ameriprise shall not be raised as a counterclaim to the Stipulated Award Claim, but instead shall be raised in a separate arbitration proceeding to be initiated by Independent Advisor. Independent Advisor knowingly and affirmatively agrees to waive all rights to combine claims against Ameriprise under FINRA Code of Arbitration Procedure Rule 13314. Independent Advisor agrees that if Independent Advisor violates this provision by either (i) filing a counterclaim against Ameriprise's Stipulated Award Claim, or (ii) attempting to combine its separately-filed claims with Ameriprise's Stipulated Award Claim; then Ameriprise is entitled to recover its costs of defense in defending against such claims or counterclaims, including reasonable attorney's fees and costs, whether incurred in arbitration, post-arbitration, or appeal. Independent Advisor hereby irrevocably authorizes and empowers FINRA to enter an award against Independent Advisor on an expedited basis and in favor of Ameriprise, its representatives and assigns, for which this Agreement, or a true copy hereof, shall be a sufficient warrant, at any time or times after default, and as any term, for the whole or any part of said amounts, with or without declaration, with collection fees and costs of suit, without stay of execution, and with attorney's fees and costs. The authority herein granted to enter the award shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until full payment of all said amounts. Independent Advisor hereby waives and releases all errors, defects, imperfections, appeals, and any stay of execution in any proceedings instituted by Ameriprise under this Agreement. Independent Advisor waives the benefit of any laws or rules of court now or hereafter in effect relating to exemption, appraisal, stay of execution, or other relief from the entry of an award.

7. Independent Advisor also hereby authorizes Ameriprise and its affiliates to directly apply any bonuses, commissions or other payments earned from Ameriprise against payments due on loans.

- A. In the event of default, to the extent permitted by law, Independent Advisor authorizes Ameriprise to place pend status on, restrict transfers, hold as security, or subject to a lien any property, securities, or funds in which Independent Advisor has a direct or indirect interest that are held in any brokerage, deposit, or other account at Ameriprise or its affiliates, including but not limited to any cash management account (other than deferred compensation as defined in Section 409A of the Internal Revenue Code and any related regulations and guidance, as the same may be amended from time to time). If Independent Advisor's repayment obligations are not satisfied in full when due, Ameriprise shall be entitled, to the extent permitted by law, to liquidate any property, securities, or funds in such accounts or investments and use the proceeds to set off any amounts owed. This right to set off is in addition to, and not in limitation of, any right Ameriprise may have at law or otherwise.
- B. Ameriprise's right to recover all amounts due under this Note shall not be limited to recovery from Independent Advisor's accounts as this Note is a full recourse Note against Independent Advisor who shall be personally liable for repayment of the Note. Independent Advisor expressly authorizes Ameriprise to seek a garnishment of Independent Advisor's wages in a court of competent jurisdiction to satisfy any or all amounts owed by Independent Advisor to Ameriprise.
- C. In furtherance hereof, and as security for the repayment of all amounts due under this Note to Ameriprise including expenses and attorney's fees, Independent Advisor hereby assigns to Ameriprise and grants to Ameriprise a security interest in the following:
  - (i) all of the intangible and tangible assets of Independent Advisor's Financial Advisor Business, as defined in the Independent Advisor Business Franchise Agreement between Independent Advisor and Ameriprise ("Franchise Agreement") and/or of any direct or indirect interest in the Franchise Agreement (including, without limitation, (x) all "accounts", "chattel paper", "commodities accounts", "commodities contracts", "deposit accounts", "documents",



“electronic chattel paper”, “equipment”, “general intangibles”, “goods”, “instruments”, “investment property”, “payment intangibles”, “promissory notes”, “records”, “software”, and “tangible chattel paper” together with all “supporting obligations” and “proceeds” related to the same (in each case as the same are defined in Article 9 of the applicable Uniform Commercial Code (“UCC”)) and (y) to the extent not otherwise included under clause (x), all client lists, client accounts, accounts receivable, goodwill, books and records and equity interests) associated with Independent Advisor’s Independent Financial Advisor Business (both existing and any new business Independent Advisor acquires or gains with Loan proceeds, the “Business”); and

- (ii) Independent Advisor’s right, title, and interest in any sums received or to be received whether now owing or hereafter arising from any future employer or other party which provides Independent Advisor with any form of compensation or contingent compensation commonly referred to as a forgivable loan, loan, bonus, up-front loan, transitional compensation, transitional loan, recruiting bonus, promissory note amount, or account (as defined in the UCC) or any other sum or payment of every nature, type or description granted or provided to Independent Advisor or for Independent Advisor’s benefit as a result of accepting employment or other arrangement with such employer or party;

In addition, Independent Advisor hereby agrees to execute upon the request of Ameriprise any documents requested by Ameriprise including, but not limited to, control agreements as defined in the UCC in such form and containing such terms and conditions as Ameriprise shall require, and Independent Advisor hereby authorizes Ameriprise (i) to file all documents, including, without limitation, a UCC financing statement, in such offices or with such parties as Ameriprise deems necessary or appropriate to perfect such security interest, and (ii) to notify such employer or other party of the assignment and security interest granted herein and to require that such employer or other party pay all amounts subject to the assignment and security interest described herein directly to Ameriprise whether or not is in default under the terms of this Note.

- D. Independent Advisor agrees and acknowledges that while any amounts are still outstanding on this Note, all of Independent Advisor’s personal accounts and personal trading governed by the Ameriprise Financial Code of Ethics and Personal Trading Policy must be held and conducted exclusively at Ameriprise. Upon the satisfaction of all obligations of this Note, Independent Advisor shall be permitted to conduct personal trades and hold personal securities accounts as allowable pursuant to the Personal Trading Policy.

8. Independent Advisor understands and agrees that in the event of default hereunder, Ameriprise shall have the right, without notice, to exercise its rights to initiate suit or other action to collect on this Note. You hereby acknowledge and attest that you alone are responsible for the repayment of the full amount of all loans extended to you by Ameriprise regardless of any agreements you enter into with any other party. Should you enter into any other agreement with other parties including without limitation agreements that may utilize or otherwise be funded by the loan proceeds, Ameriprise has no obligation to honor such agreement(s). Further, knowledge by Ameriprise of any such agreement does not constitute a ratification thereof. In the event that any party or parties initiate litigation against Ameriprise concerning or arising under any such agreement, you agree to indemnify Ameriprise with regard to any and all damages, interest, attorney’s fees, and any other costs of litigation incurred in defending against such litigation.

9. Independent Advisor hereby waives demand, presentment, notice of nonpayment and protest, and agrees to pay all costs of collection, whether or not suit or action is filed hereon, in the event that payment is not made in accordance with the provisions of this Note. The costs of collection shall include but are not limited to reasonable attorney’s fees for collection efforts before commencing any legal

proceeding, in arbitration, at trial, and on appeal. If a suit or action is filed, or if arbitration is commenced, the amount of such reasonable attorney's fees shall be fixed by the arbitrator or court(s) in which the matter is tried, heard or decided, including any petition or appeal thereon.

10. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without reference to the principles of choice of law thereof, unless this requirement is prohibited by applicable law.

11. This Agreement is an integrated document and contains the complete understanding between Independent Advisor and Ameriprise relating to the matters contained herein. To the extent Independent Advisor enters into other agreements with Ameriprise, no claim of breach of such other agreements shall affect Independent Advisor's obligations with regard to the Note or other note obligations Independent Advisor may have with Ameriprise.

12. Independent Advisor, in exchange for the benefits and consideration described in this document, as well as benefits and consideration under the Franchise Agreement, and any transitional funds to be provided to Independent Advisor, releases and discharges Ameriprise and its related entities and affiliates, as well as respective current and former directors, officers, employees, agents, successors or assigns, as well as all employee benefit plans of Ameriprise, from any and all actions, causes of action, claims, allegations, demands, rights, obligations, liabilities, grievances or charges, whether known or unknown, that Independent Advisor has asserted or could have asserted against Ameriprise based upon any act or omission from the beginning of time to date.

Further, where applicable, by signing this Agreement, Independent Advisor expressly waives any and all rights under California Civil Code § 1542, or any like or similar statute or common law doctrine, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, where applicable, notwithstanding the provisions of California Civil Code § 1542, and for the purpose of implementing the full and complete release and discharge intended by the parties, Independent Advisor expressly acknowledges that this Agreement is intended to include in its effect, without limitation, claims and causes of action that Independent Advisor does not know of or suspect to exist in Independent Advisor's favor at the time of execution hereof and that Independent Advisor intends by this Agreement to extinguish all such claims and causes of action.

In consideration of the provisions of the Note, Independent Advisor further agrees to waive any and all rights under the laws of any jurisdiction in the United States or any other country that limit a release to claims against Ameriprise, known, unknown, or suspected to exist in Independent Advisor's favor as of the date of execution of this document.

13. No previous waiver and no failure or delay by Ameriprise in acting with respect to the terms of the Note shall constitute a waiver of any breach, default or failure of condition under the Note or the obligations of Independent Advisor secured thereby.

14. A waiver or modification of any term of the Note or any of the obligations secured thereby must be made in writing and signed by a duly authorized representative of Ameriprise and shall be limited to the express terms of such waiver or modification. Independent Advisor may not rely on any oral waivers or modifications and no such oral waiver or modification shall be binding on Ameriprise or otherwise be effective.

15. The obligations set forth herein shall be construed as agreements independent of any other provision in any other agreement by, between, among, or affecting Ameriprise and Independent Advisor, and the existence of any claim or cause of action of Independent Advisor against Ameriprise, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Note or the obligations of Independent Advisor hereunder.

16. If any provision of this Note is held invalid or unenforceable by any court of competent jurisdiction or arbitration panel, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

17. Independent Advisor agrees that in Independent Advisor's affiliation with Ameriprise, Independent Advisor will receive valuable and confidential trade secret information, including, without limitation, the identity of clients and potential clients and their contact information, information regarding the operational, sales, promotional and marketing methods and techniques of company. In recognition and in consideration for this Note and other benefits, to protect the confidentiality of Ameriprise's client information and goodwill Independent Advisor agrees that (a) during the term of Independent Advisor's affiliation with Ameriprise and (b) until all obligations under this or any other Ameriprise note have been satisfied Independent Advisor shall not, either directly or indirectly, for the benefit of Independent Advisor or through, on behalf of, or in conjunction with any person or entity, encourage, assist, participate, induce or attempt to induce any client or prospective customer to terminate or otherwise change or limit their relationship with Ameriprise or its affiliates.

18. In the event Independent Advisor becomes inactive for a period of 30 consecutive days or more for any reason, including but not limited to a Leave of Absence or a suspension, all monthly payments to Ameriprise under this Agreement will be suspended for the time that Independent Advisor remains inactive. Interest at the current rate specified herein will continue to accrue during any such period of suspended payments. If the Independent Advisor returns to active affiliation at Ameriprise within four months from the initial date of absence, upon Independent Advisor's return to active affiliation at Ameriprise, suspended payments shall be processed and future payments shall resume under this Agreement. If the Independent Advisor returns to active affiliation at Ameriprise more than four months from the initial date of absence, upon Independent Advisor's return to active affiliation at Ameriprise, the date for all suspended and future payment obligations shall be extended by a period of months equal to the number of months of the Independent Advisor's inactivity. Failure to return from leave under company policy resulting in termination of affiliation will be considered an event of default under the terms of this Note.

***FOR ILLUSTRATIVE PURPOSES ONLY - DO NOT SIGN***

\_\_\_\_\_  
Sample Advisor

\_\_\_\_\_  
Date

[Remainder of page intentionally left blank]

**IMPORTANT: PLEASE READ CAREFULLY**

**PROMISSORY NOTE  
ACKNOWLEDGEMENT FORM**

I have previously been furnished, and I have read and signed, the attached Promissory Note. I understand that:

1. This loan does not constitute a bonus, and if my Independent Financial Advisor Business Franchise Agreement with Ameriprise Financial Services, LLC (“Ameriprise”) is terminated voluntarily or for any reason, all outstanding principal and interest under the Note will become immediately due and payable to Ameriprise Financial Services, LLC.
2. In the event that Independent Advisor is in default with respect to the Note, Independent Advisor hereby irrevocably authorizes and empowers FINRA to enter an award against Independent Advisor on an expedited basis and in favor of Ameriprise, its representatives and assigns, for which this Agreement, or a true copy hereof, shall be a sufficient warrant, at any time or times after default, and as to any term, for the whole or any part of said amounts, with or without declaration, with collection fees and costs of suit, without stay of execution, and with attorney’s fees and costs. The authority herein granted to enter the award shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until full payment of all said amounts. Independent Advisor hereby waives and releases all errors, defects, imperfections, appeals, and any stay of execution in any proceedings instituted by Ameriprise under this Agreement. Independent Advisor waives the benefit of any laws or rules of court now or hereafter in effect relating to exemption, appraisal, stay of execution, or other relief from the entry of an award.
3. As stated in the Promissory Note, if Ameriprise initiates legal proceedings against me in FINRA Arbitration for claims arising under this Promissory Note (a “Note Arbitration”), I fully agree and acknowledge that:
  - a. I hereby waive the right to file any counterclaims against Ameriprise in the Note Arbitration.
  - b. I hereby waive the right to file any affirmative defenses, other than defenses alleging payment, against Ameriprise in the Note Arbitration.
  - c. If I breach the terms of the Note by either filing counterclaims, filing affirmative defenses other than those alleging payment, or both, then I:
    - i. Stipulate to the entry of an order striking the counterclaims and/or affirmative defenses without prejudice; and
    - ii. Agree to pay all costs of defense against these claims and defenses, including reasonable attorney’s fees and costs.
    - iii. Finally, I hereby acknowledge and authorize Ameriprise to file a Stipulated Motion for the Entry of an Award against me for the amounts as authorized and defined in the Promissory Note.

***FOR ILLUSTRATIVE PURPOSES ONLY - DO NOT SIGN***

\_\_\_\_\_  
Sample Advisor

\_\_\_\_\_  
Date

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## EXHIBIT I



### ADVISORCOMPASS® SOFTWARE LICENSE USER'S AGREEMENT

*AdvisorCompass*® software is that group of software and other technology tools furnished to you by Ameriprise Financial for use in conjunction with your activities as an agent, employee or independent contractor of Ameriprise Financial Services, LLC or any of its affiliates (collectively, "Ameriprise Financial"). That group of software and tools is subject to this *AdvisorCompass*® Software License User's Agreement ("Agreement"), and it includes three categories of software along with all associated documentation contained or supplied in connection with that software (collectively, the "Licensed Software"):

- Software developed and owned by Ameriprise Financial;
- Software or software enhancements developed exclusively for Ameriprise Financial by a third party, but owned, in whole or in part, by that third party; and
- Software owned by a third party and licensed to Ameriprise Financial.

Ameriprise Financial reserves the right to monitor installation and usage of the Licensed Software at any time and by remote means.

#### TERMS AND CONDITIONS

The Licensed Software is furnished to you solely for use in conjunction with your activities as an agent, employee or independent contractor of Ameriprise Financial. No other use of the Licensed Software is permitted, including, but not limited to, use in support of an outside business activity even if the outside business activity has otherwise been approved by or disclosed to Ameriprise Financial. The use of the Licensed Software is also subject to the following additional terms and conditions:-

1. SOFTWARE LICENSE. Ameriprise Financial hereby grants you a non-exclusive, non-transferable and revocable, single-user license to use the Licensed Software in the United States, in accordance with the terms and conditions of this Agreement and the applicable licenses granted to Ameriprise Financial by the third parties from which Ameriprise Financial has taken a license. The single-user license granted hereunder grants you the right to use the Licensed Software on a single computer. The Licensed Software is licensed and not sold, and no right to grant sublicenses is included in this license grant. If you desire to use the Licensed Software with more than one user, a separate license will be required.
2. SCOPE OF PERMITTED USE. The Licensed Software may be used solely in connection with your activities as an agent, employee or independent contractor of Ameriprise Financial ("Licensed Activities"), which may include maintaining and servicing financial records for financial planning clients. It is a violation of this Agreement to:
  - A. Use the Licensed Software in a manner adverse to the interests of Ameriprise Financial or for purposes not directly related to the Licensed Activities;
  - B. Use the Licensed Software in support of an outside business activity even if the outside business activity has been approved by or disclosed to Ameriprise Financial;
  - C. Sell, lease, lend or make copies of the Licensed Software;
  - D. Make alterations to the Licensed Software or its associated copyright logos, notices or trademarks. It is also a violation of this Agreement to decompile, disassemble or reverse engineer the Licensed Software;
  - E. Attempt to assign or transfer your rights under this Agreement, in any manner, to others without the prior written consent of Ameriprise Financial;
  - F. Publish, transmit, display, operate, make available or otherwise disclose the Licensed Software or any terms of the applicable agreements relating thereto, to any third party without a separate license, approval, and clearance according to Ameriprise Financial corporate information security requirements; or
  - G. Use the Licensed Software in any manner not explicitly authorized by this Agreement.



Violation of any of these provisions shall be the basis for immediate termination of this Agreement. Termination of the Agreement shall be in addition to, and not in lieu of, any other equitable or legal remedies available to Ameriprise Financial.

3. PRICE AND PAYMENT. You agree to pay Ameriprise Financial for use of the Licensed Software, pursuant to the fees and payment terms set forth in the Software and Pricing Schedule. Ameriprise Financial has the right to terminate the Agreement and the license(s) granted herein for non-payment of the fees and payments as set forth in the Software and Pricing Schedule.
4. CONFIDENTIALITY. You acknowledge and agree that all aspects of the Licensed Software are confidential, trade secret information ("Confidential Information") of Ameriprise Financial or its licensors. You agree not to disclose the Confidential Information to any third party, to protect it and not use it in a manner adverse to the interests of Ameriprise Financial or its licensors, or for any purpose not directly related to the conduct of the Licensed Activities.
5. PROPRIETARY RIGHTS. All intellectual proprietary and ownership rights, including any copyrights, patents, service marks, trademarks, trade names or trade secrets in the Licensed Software, and any enhancements or modifications thereto, belong either to Ameriprise Financial or its licensors. This Agreement is not a sale of a copy of the Licensed Software, and ownership of the Licensed Software and all components and copies thereof shall, at all times, remain with Ameriprise Financial and/or its licensors, regardless of who may be deemed the owner of the tangible media in or on which the Licensed Software may be provided to you or is copied, encoded or otherwise fixed.
6. LIMITATION OF LIABILITY. IN NO EVENT WILL AMERIPRISE FINANCIAL BE LIABLE TO YOU, YOUR PRACTICE OR TO ANY OTHER PERSON OR ENTITY FOR ANY CORRUPTED OR LOST DATA, LOST PROFITS, LOST SAVING OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED BY AMERIPRISE FINANCIAL UNDER THIS AGREEMENT.
7. WARRANTY DISCLAIMER. THE LICENSED SOFTWARE IS FURNISHED BY AMERIPRISE FINANCIAL AND ACCEPTED BY YOU "AS IS", WITHOUT ANY WARRANTY WHATSOEVER, EXCEPT FOR SUCH WARRANTIES, IF ANY, THAT YOU MAY RECEIVE BY OPERATION OF LAW FROM A THIRD-PARTY LICENSOR OR VENDOR. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR TITLE, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED BY AMERIPRISE FINANCIAL. AMERIPRISE FINANCIAL DOES NOT WARRANT THAT THE LICENSED SOFTWARE IS FIT FOR ANY PARTICULAR PURPOSE, THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS. AS BETWEEN YOU AND AMERIPRISE FINANCIAL, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE IS WITH YOU.
8. TERMINATION. The license granted under this Agreement will terminate automatically and immediately, without notice from Ameriprise Financial, in the event that: (i) you violate any of the terms or conditions of this Agreement; or (ii) your association with Ameriprise Financial is terminated. Without limiting any of the provisions above, Ameriprise Financial shall have the right to terminate this Agreement and license(s) granted herein in the event you, your practice or its officers or employees violate any provision of this Agreement, including, but not limited to, confidentiality and payment. In the event of termination of this Agreement, you will, within fifteen (15) calendar days, either return all copies of the Licensed Software to Ameriprise Financial or remove the same from your hard drive following the procedure outlined in the Compliance Manual Policy 2.9 and certify to Ameriprise Financial in writing that all copies not returned to Ameriprise Financial have been irretrievably destroyed. Termination under this paragraph shall not relieve you of your obligations of confidentiality regarding the Licensed Software or any payments due. Returned copies shall be delivered to:

Advisor Technology Solutions  
646 Ameriprise Financial Center  
Minneapolis, Minnesota 55474

In addition, upon termination of this Agreement, you agree to, within fifteen (15) calendar days, uninstall all Licensed Software provided to you under this Agreement.

9. CHOICE OF LAW. This Agreement shall in all respects be governed by, interpreted, construed, and enforced in accordance with the laws of the United States of America and the State of Minnesota. Any action between Ameriprise Financial and you will be venued in a federal or state court situated within the State of Minnesota,

and you hereby irrevocably agree to submit yourself to the personal jurisdiction of such courts for such purpose.

10. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between Ameriprise Financial and you regarding the subject matter hereof, and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings or agreement regarding the subject matter. This Agreement may not be modified or amended except in writing signed by the party against whom the same is sought to be enforced.
11. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
12. REMEDIES. In the event you breach this Agreement, you agree that Ameriprise Financial, in addition to any other damages, remedies or rights available in equity or at law, shall be entitled to: (i) injunctive relief enjoining and restraining any such breach by you; and (ii) recover from you all costs and expenses, including attorney's fees, incurred by Ameriprise Financial as a consequence of any such breach.
13. WAIVER. The failure by either party hereto to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**Independent Advisor**

**Ameriprise Financial Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Advisor No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address                           | City           | State | Zip Code   | Bus Phone    |
|--------------|-------------|-----------------------------------|----------------|-------|------------|--------------|
| Callaway     | Ryan        | 3601 Minnesota Dr                 | Anchorage      | AK    | 99503-3668 | 907.276.1911 |
| Frank        | Mathew      | 1131 E 76th Ave, Ste 202B         | Anchorage      | AK    | 99518      | 907.677.1606 |
| McDonald     | John        | 4332 Boulevard Park S, Ste D      | Mobile         | AL    | 36609-3423 | 251.345.0601 |
| Haley        | Debra       | 4332 Boulevard Park S, Ste D      | Mobile         | AL    | 36609-3423 | 251.345.0601 |
| Hanley       | Robert      | 4332 Boulevard Park S, Ste D      | Mobile         | AL    | 36609-3423 | 251.345.0601 |
| McKean       | David       | 2607 Dauphin St Ste B             | Mobile         | AL    | 36606-4805 | 251.461.6237 |
| Sansom       | Ronald      | 1508 E Three Notch St Ste A       | Andalusia      | AL    | 36420-3408 | 334.658.6190 |
| Grinkmeyer   | Charles     | 3280 Morgan Dr Ste 100            | Vestavia Hills | AL    | 35216-3088 | 205.968.9222 |
| Henson       | Jonathan    | 1112 Bradshaw Dr                  | Florence       | AL    | 35630-1438 | 256.764.2205 |
| Clark        | Tony        | 1112 Bradshaw Dr                  | Florence       | AL    | 35630-1438 | 256.764.2205 |
| Hammond      | Mindy       | 1400 Jack Warner Pkwy NE Ste 1    | Tuscaloosa     | AL    | 35404-1002 | 205.242.1251 |
| Windle       | Ellis       | 1400 Urban Center Dr, Ste 420     | Birmingham     | AL    | 35242-2222 | 205.968.9899 |
| Simpson      | Terry       | 1817 Commons North Dr             | Tuscaloosa     | AL    | 35406-3700 | 205.345.2035 |
| Jackson      | Theodore    | 1817 Commons North Dr             | Tuscaloosa     | AL    | 35406-3700 | 205.345.2035 |
| Hudson       | Steven      | 1400 Urban Center Dr, Ste 420     | Birmingham     | AL    | 35242-2222 | 205.968.9899 |
| Gaddis       | Lisa        | 1022 Edenton St                   | Birmingham     | AL    | 35242-9258 | 205.983.6401 |
| Medori       | Anne        | 31 Inverness Center Pkwy, Ste 550 | Birmingham     | AL    | 35242-4816 | 205.313.9150 |
| Howard       | Lewis       | 1817 Commons North Dr             | Tuscaloosa     | AL    | 35406-3700 | 205.345.2035 |
| Roberts      | David       | 31 Inverness Center Pkwy, Ste 550 | Birmingham     | AL    | 35242-4816 | 205.313.9150 |
| Morris       | Daniel      | 2835 Zelda Road, Suite 18         | Montgomery     | AL    | 36106-2667 | 334.279.4000 |
| Byars        | Mark        | 1817 Commons North Dr             | Tuscaloosa     | AL    | 35406-3700 | 205.345.2035 |
| Lee IV       | James       | 3514 Montimar Plaza Dr            | Mobile         | AL    | 36609-1739 | 251.344.5551 |
| Evans        | Jack        | 1817 Commons North Dr             | Tuscaloosa     | AL    | 35406-3700 | 205.345.2035 |
| Hughes       | John        | 1451 W Main St                    | Dothan         | AL    | 36301-1311 | 334.699.3620 |
| Ryder        | Jennifer    | 3514 Montimar Plaza Dr            | Mobile         | AL    | 36609-1739 | 251.344.5551 |
| Roper        | Christopher | 3817 Gulf Shores Pkwy, Ste 2      | Gulf Shores    | AL    | 36542-2781 | 251.345.0601 |
| Cato         | Thomas      | 109 North Jefferson St, Suite 3   | Huntsville     | AL    | 35801-4813 | 256.704.4530 |
| Williford    | John        | 1549 Professional Pkwy, Ste A     | Auburn         | AL    | 36830-2858 | 334.887.8880 |
| Chastain     | John        | 299 Hwy 75 N, PO Box 1367         | Albertville    | AL    | 35951-3835 | 256.878.1720 |
| Hoerlein     | Richard     | 2104 Exec Pk Dr                   | Opelika        | AL    | 36801-6042 | 334.749.2755 |
| Knowles      | Steven      | 299 Hwy 75 N, PO Box 1367         | Albertville    | AL    | 35951-3835 | 256.878.1720 |
| Douglas      | Elizabeth   | 7500 Memorial Pkwy SW, Ste 215-S  | Huntsville     | AL    | 35802-2200 | 256.705.3571 |
| Nunnally     | Douglas     | 6767 Old Madison Pike NW, Ste 405 | Huntsville     | AL    | 35806-2181 | 256.419.2673 |
| Clowers      | Jason       | 101 Lowe Ave SE Ste 1A            | Huntsville     | AL    | 35801-4237 | 256.715.8920 |
| Nolte        | William     | 39 Highway 79 N                   | Magnolia       | AR    | 71753-3244 | 870.234.9050 |
| Small        | Joseph      | 36 Rahling Cir Ste 2              | Little Rock    | AR    | 72223-9187 | 501.975.7968 |
| Davis        | Tammy       | 22 Rahling Circle                 | Little Rock    | AR    | 72223-9787 | 501.975.7924 |
| Root         | Larry       | 22 Rahling Circle                 | Little Rock    | AR    | 72223-9187 | 501.975.7999 |
| Martin       | Thomas      | 175 S 12th St                     | Batesville     | AR    | 72501-3532 | 870.793.4800 |
| Matlock      | Lester      | 415 N McKinley St, Ste 1140       | Little Rock    | AR    | 72205-3177 | 501.537.1100 |
| Siebenmorgen | Kenneth     | 3101 Free Ferry Rd, 1st floor     | Fort Smith     | AR    | 72903-1733 | 479.478.1000 |
| Foster       | Brantley    | 22 Rahling Circle                 | Little Rock    | AR    | 72223-9787 | 501.975.7924 |
| Ekeanyanwu   | John        | 22 Rahling Circle                 | Little Rock    | AR    | 72223-9787 | 501.975.7924 |
| Brown        | Robert      | 2401 S 51 Court, Ste B            | Fort Smith     | AR    | 72903-3663 | 501.478.8800 |
| Schuster     | Jennifer    | 39 Highway 79 N                   | Magnolia       | AR    | 71753-3244 | 870.234.9050 |
| Handly       | William     | 110 N Main St                     | Beebe          | AR    | 72012-3046 | 501.882.6530 |
| Walmsley     | Andrew      | 3244 Harrison St                  | Batesville     | AR    | 72501-7500 | 870.793.9110 |
| Hunter       | Kent        | 3101 Free Ferry Rd, 1st floor     | Fort Smith     | AR    | 72903-1733 | 479.478.1000 |
| Rhodes       | Michael     | 39 Highway 79 N                   | Magnolia       | AR    | 71753-3244 | 870.234.9050 |
| White        | G Stephen   | 10 Parkstone Cir                  | N Little Rock  | AR    | 72116-7086 | 501.975.2639 |
| White        | GS Jeremy   | 10 Parkstone Cir                  | N Little Rock  | AR    | 72116-7086 | 501.975.2639 |
| Prewitt      | Sean        | 307 N Chestnut St                 | Harrison       | AR    | 72601-4411 | 870.741.3535 |
| Sharp        | Sean        | 1201 S Alma School Rd, Ste 10000  | Mesa           | AZ    | 85210-2014 | 480.833.1809 |
| Mc Crossan   | Christopher | 1201 S Alma School Rd, Ste 10000  | Mesa           | AZ    | 85210-2014 | 480.833.1809 |
| Fairbanks    | Eric        | 18325 N Allied Way, Ste 125       | Phoenix        | AZ    | 85054-3107 | 480.905.0528 |
| O'Neill      | Patrick     | 268 E River Rd, Ste 100           | Tucson         | AZ    | 85704-5842 | 520.529.8145 |
| Williams     | Phillip     | 268 E River Rd, Ste 100           | Tucson         | AZ    | 85704-5842 | 520.529.8145 |
| Michaels     | Glenn       | 5424 N Maguey Pl                  | Tucson         | AZ    | 85750-9661 | 520.668.7935 |
| Ellish       | Jeffrey     | 15396 N 83rd Ave, Bldg G-101      | Peoria         | AZ    | 85381-5622 | 623.486.8440 |
| Sulzer       | Todd        | 15396 N 83rd Ave, Bldg G-101      | Peoria         | AZ    | 85381-5622 | 623.486.8440 |
| Landers      | Craig       | 15396 N 83rd Ave, Bldg G-101      | Peoria         | AZ    | 85381-5622 | 623.486.8440 |
| Ehlers       | Kevin       | 15396 N 83rd Ave, Bldg G-101      | Peoria         | AZ    | 85381-5622 | 623.486.8440 |
| Johnston     | Kenneth     | 15396 N 83rd Ave, Bldg G-101      | Peoria         | AZ    | 85381-5622 | 623.486.8440 |
| Hanson       | Renee       | 7010 E Chauncey Ln, Ste 200       | Phoenix        | AZ    | 85054-3115 | 602.923.9800 |
| Kramer       | Sandra      | 14274 N Northsight Blvd, Ste 100  | Scottsdale     | AZ    | 85260-3956 | 480.473.0376 |
| Leinbach     | Brian       | 17505 N 79th Ave Ste 102          | Glendale       | AZ    | 85308-8724 | 623.594.4600 |
| Moore        | William     | 5690 W Chandler Blvd, Ste 4       | Chandler       | AZ    | 85226-3356 | 480.397.9800 |
| Adams        | Robert      | 14274 N Northsight Blvd, Ste 100  | Scottsdale     | AZ    | 85260-3956 | 480.473.0376 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last          | First     | Address                                       | City         | State | Zip Code   | Bus Phone    |
|---------------|-----------|---|--------------|-------|------------|--------------|
| Ginter        | Ronald    | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Martinez      | Rick      | 2425 S Stearman Dr Ste 210                    | Chandler     | AZ    | 85286-5042 | 480.897.8667 |
| Espinoza      | Rene      | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Vukonich      | Michael   | 2425 S Stearman Dr Ste 210                    | Chandler     | AZ    | 85286-5042 | 480.897.8667 |
| Dobbins       | Brian     | 6909 E Greenway Pkwy, Ste 245                 | Scottsdale   | AZ    | 85254-2173 | 602.794.0191 |
| Lickteig      | Trent     | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Ayala         | Jason     | 14500 N Northsight Blvd, Ste 213              | Scottsdale   | AZ    | 85260-3661 | 602.825.3212 |
| Merendino     | John      | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Wagner        | Fred      | 17505 N 79th Ave Ste 102                      | Glendale     | AZ    | 85308-8724 | 623.594.4600 |
| Arrington     | Yolanda   | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Haugland      | Mason     | 5690 W Chandler Blvd, Ste 4                   | Chandler     | AZ    | 85226-3356 | 480.397.9800 |
| Allen         | Charles   | 6181 W Park Ave                               | Chandler     | AZ    | 85226-1195 | 480.753.1179 |
| Rettke        | James     | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Gregor        | Dennis    | 16427 N Scottsdale Rd Ste 410                 | Scottsdale   | AZ    | 85254-7102 | 847.720.4688 |
| Kenison       | Katherine | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Mac Lean      | Matthew   | 7992 W Thunderbird Rd, Ste 110                | Peoria       | AZ    | 85381-4905 | 623.388.6465 |
| Parfet        | Mark      | 6909 E Greenway Pkwy, Ste 245                 | Scottsdale   | AZ    | 85254-2173 | 602.794.1166 |
| Gassmann      | Gary      | 27670 N 67th Way                              | Scottsdale   | AZ    | 85266-6767 | 707.236.6355 |
| Palacios      | Charles   | 17550 N Perimeter Dr Ste 150, Ste 100         | Scottsdale   | AZ    | 85255-7830 | 480.308.2090 |
| Reese         | John      | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Pfutzenreuter | Todd      | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Kaprelian     | Karekin   | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Harnden       | Stephen   | 7992 W Thunderbird Rd, Ste 110                | Peoria       | AZ    | 85381-4905 | 623.388.6465 |
| Schwartz      | Charles   | 551 Skyview Drive                             | Prescott     | AZ    | 86303-5827 | 928.771.2007 |
| Thomas        | Aaron     | 11811 N Tatum Blvd Ste 3031                   | Phoenix      | AZ    | 85028-1621 | 602.834.0488 |
| Kitamura      | Jeremy    | 4040 E Camelback Rd Ste 212                   | Phoenix      | AZ    | 85018-8361 | 480.758.4239 |
| Stauffacher   | Chad      | 4040 E Camelback Rd Ste 212                   | Phoenix      | AZ    | 85018-8361 | 480.758.4239 |
| Golden        | Kevin     | 4040 E Camelback Rd Ste 212                   | Phoenix      | AZ    | 85018-8361 | 480.758.4239 |
| Dwight        | Stanton   | 4040 E Camelback Rd Ste 212                   | Phoenix      | AZ    | 85018-8361 | 480.758.4239 |
| Keahon        | Michael   | 4040 E Camelback Rd Ste 212                   | Phoenix      | AZ    | 85018-8361 | 480.758.4239 |
| Siegel        | Paul      | 4040 E Camelback Rd Ste 212                   | Phoenix      | AZ    | 85018-8361 | 480.758.4239 |
| Schmidt       | Bennie    | 14274 N Northsight Blvd, Ste 100              | Scottsdale   | AZ    | 85260-3956 | 480.473.0376 |
| Helfinstine   | James     | 3177 Clearwater Drive Suite A                 | Prescott     | AZ    | 86305      | 928.460.5313 |
| Freiwald      | Jason     | 1490 S Price Rd Ste 307                       | Chandler     | AZ    | 85286-6610 | 480.917.0118 |
| Lentini       | John      | 15333 N Pima Rd Ste 225                       | Scottsdale   | AZ    | 85260-3035 | 480.550.7300 |
| George        | Edward    | 3100 W Ray Rd Ste 201, San Tan Corporate Cent | Chandler     | AZ    | 85226-2472 | 480.386.5374 |
| Irby          | Bruce     | 5210 E Williams Cir Ste 130                   | Tucson       | AZ    | 85711-4497 | 520.327.3299 |
| Johnson       | Rebecca   | 5210 E Williams Cir Ste 130                   | Tucson       | AZ    | 85711-4497 | 520.327.3299 |
| Hester        | Stephen   | 5000 E Mediterranean Dr, Ste A                | Sierra Vista | AZ    | 85635-2433 | 520.452.9988 |
| Plata         | Henry     | 591 W Hamilton Ave, Ste 110                   | Campbell     | CA    | 95008-0521 | 408.663.6418 |
| Pitt          | Richard   | 755 Baywood Dr Ste 200                        | Petaluma     | CA    | 94954-5508 | 707.658.4414 |
| Martin        | Patricia  | 2338 Lassen Pl                                | Davis        | CA    | 95616-6605 | 530.231.5217 |
| Papadoyannis  | George    | 1900 O Farrell St, Ste 180                    | San Mateo    | CA    | 94403-1332 | 650.593.9170 |
| Soo           | Selina    | 1900 O Farrell St, Ste 180                    | San Mateo    | CA    | 94403-1332 | 650.593.9170 |
| Puccinelli    | Ronald    | 1900 O Farrell St, Ste 180                    | San Mateo    | CA    | 94403-1332 | 650.593.9170 |
| Hake          | Blair     | 2087 Grand Canal Blvd, Ste 2 & 3 & 4          | Stockton     | CA    | 95207-6651 | 209.478.9900 |
| Winkler       | Thomas    | 2087 Grand Canal Blvd, Ste 2 & 3 & 4          | Stockton     | CA    | 95207-6651 | 209.478.9900 |
| Petrushkin    | Shawna    | 40291 Stagecoach Rd SE                        | Oakhurst     | CA    | 93644-9574 | 559.683.3600 |
| Hardin        | John      | 36 E Morton Ave                               | Porterville  | CA    | 93257-2422 | 559.781.8956 |
| Moore         | Barbara   | 2087 Grand Canal Blvd, Ste 2 & 3 & 4          | Stockton     | CA    | 95207-6651 | 209.478.9900 |
| Christensen   | Charles   | 250 Cherry Ln, Ste 114                        | Manteca      | CA    | 95337-4398 | 209.823.1526 |
| Swanson       | Larry     | 2087 Grand Canal Blvd, Ste 2 & 3 & 4          | Stockton     | CA    | 95207-6651 | 209.478.9900 |
| Carrillo      | Eugenio   | 1301 L St Ste 3                               | Modesto      | CA    | 95354-0913 | 209.522.5223 |
| Ruiz          | Alfred    | 929 N Central Ave, Ste A                      | Tracy        | CA    | 95376-3965 | 209.836.6400 |
| Shah          | Siddharth | 14778 Pipeline Ave, Ste A                     | Chino Hills  | CA    | 91709-6028 | 909.597.7935 |
| Paliwal       | Rajiv     | 250 W 1st St, Ste 218                         | Claremont    | CA    | 91711-4748 | 909.622.1731 |
| Christiansen  | James     | 225 E Santa Clara St Ste 208                  | Arcadia      | CA    | 91006-7234 | 626.844.9242 |
| Matthewson    | Donald    | 686 W Line St                                 | Bishop       | CA    | 93514-3315 | 760.873.8300 |
| Samuel        | Ronald    | 7111 N Fresno St, Ste 260                     | Fresno       | CA    | 93720-2959 | 559.435.2990 |
| Seivert       | Mark      | 3172 Collins Dr, Ste A                        | Merced       | CA    | 95348-3131 | 209.383.7401 |
| Stone         | Terry     | 555 W Shaw Ave, Ste B5                        | Fresno       | CA    | 93704-2503 | 559.222.7646 |
| Tyler         | Robert    | 388 E Yosemite Ave Ste 200-D                  | Merced       | CA    | 95340-8219 | 209.723.3361 |
| Teranishi     | Steve     | 3337 G St, Ste D                              | Merced       | CA    | 95340-0985 | 209.383.6577 |
| Allen         | Nicolas   | 7433 N 1st St Ste 102                         | Fresno       | CA    | 93720-2851 | 559.490.7030 |
| Vartanian     | Justin    | 7433 N 1st St Ste 102                         | Fresno       | CA    | 93720-2851 | 559.490.7030 |
| Werdel        | Timothy   | 9700 Stockdale Hwy Ste 100, Ste 200           | Bakersfield  | CA    | 93311-3617 | 661.617.5678 |
| Gipson        | Garth     | 108 W Center Ave                              | Visalia      | CA    | 93291-6228 | 559.471.0970 |
| Yanez         | Ricardo   | 5001 California Ave Ste 128                   | Bakersfield  | CA    | 93309-1658 | 661.241.9393 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last             | First     | Address                          | City                 | State | Zip Code   | Bus Phone    |
|------------------|-----------|----------------------------------|----------------------|-------|------------|--------------|
| Mackall          | Lance     | 5001 California Ave Ste 128      | Bakersfield          | CA    | 93309-1658 | 661.241.9393 |
| DeJonge          | Donald    | 108 W Center Ave                 | Visalia              | CA    | 93291-6228 | 559.471.0970 |
| Creed            | Edward    | 5927 Balfour Ct, Ste 207         | Carlsbad             | CA    | 92008-7377 | 760.804.9872 |
| Norton           | William   | 5927 Balfour Ct, Ste 207         | Carlsbad             | CA    | 92008-7377 | 760.804.9872 |
| Oliva            | Rodrigo   | 2111 Palomar Airport Rd, Ste 340 | Carlsbad             | CA    | 92011-1455 | 760.929.0776 |
| Accunzo          | Marie     | 5927 Balfour Ct, Ste 207         | Carlsbad             | CA    | 92008-7377 | 760.804.9872 |
| Yanez            | Gabriel   | 2111 Palomar Airport Rd, Ste 340 | Carlsbad             | CA    | 92011-1455 | 760.929.0776 |
| Britt            | Brian     | 2601 Airport Dr, Ste 110         | Torrance             | CA    | 90505-6142 | 310.891.3030 |
| Sheefel          | Jeffrey   | 3838 W Carson St, Ste 214        | Torrance             | CA    | 90503-6703 | 310.792.0900 |
| Del Nero         | Debra     | 3868 W Carson St, Ste 102        | Torrance             | CA    | 90503-6706 | 310.792.0900 |
| Gracy            | Daniel    | 3868 W Carson St, Ste 102        | Torrance             | CA    | 90503-6706 | 310.792.0900 |
| Martinusen       | Janet     | 221 N Encina St                  | Visalia              | CA    | 93291-4908 | 559.635.9602 |
| Heron            | Scott     | 1718 W Walnut Ave                | Visalia              | CA    | 93277-6233 | 559.733.8756 |
| Sebert           | Shawn     | 221 N Encina St                  | Visalia              | CA    | 93291-4908 | 559.635.9602 |
| Zeiter           | Eduardo   | 1301 L St Ste 2                  | Modesto              | CA    | 95354-0936 | 209.574.1003 |
| Sanom            | Daniel    | 200 Pringle Ave, Ste 550         | Walnut Creek         | CA    | 94596-7301 | 925.979.0200 |
| Agrusa           | James     | 101 Gregory Ln Ste 42            | Pleasant Hill        | CA    | 94523-4924 | 925.332.5054 |
| Danilson         | Scott     | 200 Pringle Ave, Ste 550         | Walnut Creek         | CA    | 94596-7301 | 925.979.0200 |
| Esco             | Scott     | 1277 Treat Blvd Ste 660          | Walnut Creek         | CA    | 94597-7975 | 925.278.2550 |
| Lenfest          | Geno      | 1255 Treat Blvd Ste 300          | Walnut Creek         | CA    | 94597-7965 | 925.949.0888 |
| Romines          | Ryan      | 4314 Redwood Hwy, Ste 400        | San Rafael           | CA    | 94903-2147 | 415.492.8222 |
| Comar            | Edward    | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Tarantino        | Anthony   | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Kossen           | Cameron   | 200 Pringle Ave, Ste 550         | Walnut Creek         | CA    | 94596-7301 | 925.979.0200 |
| Rodegerdts       | Michael   | 431 Cleveland St, Ste 100        | Woodland             | CA    | 95695-3901 | 530.666.6337 |
| Kwock-Lau        | Jennifer  | 200 Pringle Ave, Ste 550         | Walnut Creek         | CA    | 94596-7301 | 925.979.0200 |
| Gailey           | Scott     | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Williams-Gilmore | Jill      | 4314 Redwood Hwy, Ste 400        | San Rafael           | CA    | 94903-2147 | 415.492.8222 |
| Jongeward        | Mark      | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Bizzack          | James     | 3825 Hopyard Rd, Ste 124         | Pleasanton           | CA    | 94588-8529 | 925.225.2090 |
| Berg             | Gary      | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Pan              | Edmund    | 2033 N Main St Ste 363           | Walnut Creek         | CA    | 94596-3734 | 925.482.0886 |
| Forbes Felix     | Shayna    | 3825 Hopyard Rd, Ste 124         | Pleasanton           | CA    | 94588-8529 | 925.225.2090 |
| Lubbers          | Erica     | 3825 Hopyard Rd, Ste 124         | Pleasanton           | CA    | 94588-8529 | 925.225.2090 |
| Keller           | John      | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Greiten          | John      | 1600 S Main St Ste 290           | Walnut Creek         | CA    | 94596-5388 | 925.356.8600 |
| Binnie           | Alexander | 5 Corte Del Rey                  | Orinda               | CA    | 94563-4303 | 925.631.0778 |
| Kono             | Sakiko    | 4314 Redwood Hwy, Ste 400        | San Rafael           | CA    | 94903-2147 | 415.492.8222 |
| With             | James     | 101 Gregory Ln, Ste 36           | Pleasant Hill        | CA    | 94523-4915 | 925.356.7600 |
| Jackson          | Tuangporn | 2033 N Main St Ste 363           | Walnut Creek         | CA    | 94596-3734 | 925.482.0886 |
| Buich            | Jennifer  | 2817 Crow Canyon Rd, Ste 206A    | San Ramon            | CA    | 94583-1639 | 925.820.0338 |
| Wong             | Joyce     | 1 Kaiser Plaza, Ste 455          | Oakland              | CA    | 94612-3684 | 510.891.7050 |
| Fezler           | Thomas    | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Buatti           | James     | 3825 Hopyard Rd, Ste 124         | Pleasanton           | CA    | 94588-8529 | 925.225.2090 |
| Wilbur           | Michelle  | 3825 Hopyard Rd, Ste 124         | Pleasanton           | CA    | 94588-8529 | 925.225.2090 |
| Minor            | David     | 200 Pringle Ave, Ste 550         | Walnut Creek         | CA    | 94596-7301 | 925.979.0200 |
| Chkheidze        | Kakhaber  | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Giordano         | Lucas     | 431 Cleveland St, Ste 100        | Woodland             | CA    | 95695-3901 | 530.666.6337 |
| Karah            | Karimah   | 51 Daniels Ave                   | Vallejo              | CA    | 94590-3035 | 707.534.6181 |
| Wei              | Diana     | 1350 Burton Dr, Ste 200          | Vacaville            | CA    | 95687-3542 | 707.451.9885 |
| Chan             | Emily     | 1000 4th St Ste 300              | San Rafael           | CA    | 94901-3111 | 415.926.3071 |
| Powell           | Michael   | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Daher            | Robert    | 5588 N Palm Ave                  | Fresno               | CA    | 93704-1913 | 559.438.9540 |
| Fuller           | John      | 1333 N California Blvd, Ste 630  | Walnut Creek         | CA    | 94596-4538 | 925.295.1900 |
| Onishi           | Ryan      | 205 E El Segundo Blvd            | El Segundo           | CA    | 90245-3817 | 310.496.5560 |
| Choi             | Augustine | 11845 W Olympic Blvd, Ste 980W   | Los Angeles          | CA    | 90064-5172 | 310.694.0076 |
| Brende           | Richard   | 11150 W Olympic Blvd, Ste 1130   | Los Angeles          | CA    | 90064-1817 | 310.478.6156 |
| Prabhakar        | Sunil     | 2345 Erringer Rd, Ste 219        | Simi Valley          | CA    | 93065-2246 | 805.578.9200 |
| Yoshida          | John      | 205 E El Segundo Blvd            | El Segundo           | CA    | 90245-3817 | 310.496.5560 |
| Okamura          | Lea       | 716 Yarmouth Rd, Ste 209         | Palos Verdes Estates | CA    | 90274-2667 | 310.625.5878 |
| Nikolaieff       | Gregory   | 7250 Redwood Blvd Ste 300        | Novato               | CA    | 94945-3269 | 415.883.3398 |
| Lahtinen         | Eric      | 150 Post St, Ste 530             | San Francisco        | CA    | 94108-4720 | 415.623.2453 |
| Wang             | Lois      | 150 Post St, Ste 530             | San Francisco        | CA    | 94108-4720 | 415.623.2453 |
| Evans            | Troy      | 7250 Redwood Blvd Ste 300        | Novato               | CA    | 94945-3269 | 415.883.3398 |
| Pollak           | Scott     | 25 Orinda Way Ste 205            | Orinda               | CA    | 94563-4403 | 925.905.9890 |
| Kramer           | Kendall   | 7250 Redwood Blvd Ste 300        | Novato               | CA    | 94945-3269 | 415.883.3398 |
| Row              | Clarence  | 1 Sansome St, Ste 3500           | San Francisco        | CA    | 94104-4448 | 415.946.8845 |
| Ware             | Gregory   | 150 Post St, Ste 530             | San Francisco        | CA    | 94108-4720 | 415.623.2453 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last           | First      | Address                                 | City             | State | Zip Code   | Bus Phone    |
|----------------|------------|---|------------------|-------|------------|--------------|
| Hudson         | Shana      | 1 Sansome St, Ste 3500                  | San Francisco    | CA    | 94104-4448 | 415.946.8845 |
| Stewart        | Benjamin   | 9240 Old Redwood Hwy, Ste 200-258       | Windsor          | CA    | 95492-9349 | 707.387.9561 |
| Wallace        | Julie      | 17 Keller St                            | Petaluma         | CA    | 94952-2938 | 707.775.9145 |
| Seo            | Derek      | 4600 Duckhorn Dr                        | Sacramento       | CA    | 95834-2591 | 916.554.7650 |
| Terpeluk       | Violetta   | 2260 Douglas Blvd Ste 200               | Roseville        | CA    | 95661-4208 | 916.787.9988 |
| Leong          | Stanley    | 1700 Eureka Rd Ste 110                  | Roseville        | CA    | 95661-7746 | 916.783.1545 |
| Crumley        | Douglas    | 7956 California Ave                     | Fair Oaks        | CA    | 95628-7141 | 916.638.4600 |
| Roth           | Robert     | 11341 Gold Express Dr Ste 110           | Gold River       | CA    | 95670-4492 | 916.635.7801 |
| Budenbender    | Pamela     | 8080 Madison Ave, Ste 201B              | Fair Oaks        | CA    | 95628-3736 | 916.537.0450 |
| Meyer          | Brett      | 1510 Poole Blvd Ste 302                 | Yuba City        | CA    | 95991-5775 | 530.674.1111 |
| Foley          | Alan       | 2150 Main Street, Suite 1               | Red Bluff        | CA    | 96080-2372 | 530.528.1328 |
| Burns          | Tom        | 301 S Ham Ln, Ste A                     | Lodi             | CA    | 95242-3547 | 209.367.0236 |
| Lewis          | John       | 2150 River Plaza Dr Ste 280, Ste 200    | Sacramento       | CA    | 95833-3883 | 916.641.7400 |
| Silva          | William    | 2150 River Plaza Dr, Ste 290            | Sacramento       | CA    | 95833-4132 | 916.567.0489 |
| Murphy         | Sean       | 1451 River Park Dr, Ste 286             | Sacramento       | CA    | 95815-4522 | 916.669.9006 |
| Elliott        | Justin     | 9245 Laguna Springs Dr, Ste 200         | Elk Grove        | CA    | 95758-7991 | 916.564.4881 |
| Castillo       | Daniel     | 801 S Ham Ln, Ste H                     | Lodi             | CA    | 95242-7502 | 209.367.8700 |
| Pretorius      | Jan        | 4455 Morena Blvd, Ste 215 & Ste 216     | San Diego        | CA    | 92117-4359 | 858.490.4288 |
| Walters        | Ashley     | 5405 Morehouse Drive, Suite 140         | San Diego        | CA    | 92121-4767 | 858.453.5600 |
| Schleder       | Ivan       | 8880 Rio San Diego Dr, 8th floor        | San Diego        | CA    | 92108-1642 | 614.209.6055 |
| Stahley        | Jonathan   | 6725 Mesa Ridge Rd, Ste 200             | San Diego        | CA    | 92121-2925 | 858.678.8686 |
| Huey           | Tamara     | 3550 Camino Del Rio N, Ste 100          | San Diego        | CA    | 92108-1738 | 619.521.2037 |
| Taraz          | Reza       | 16950 Via de Santa Fe, 5060 - 103       | Rancho Santa Fe  | CA    | 92067      | 760.632.6361 |
| Purvis         | Karen      | 4455 Morena Blvd, Ste 215 & Ste 216     | San Diego        | CA    | 92117-4359 | 858.490.4288 |
| Norolahi       | Andrew     | 6725 Mesa Ridge Rd, Ste 200             | San Diego        | CA    | 92121-2925 | 858.678.8686 |
| Schwager       | James      | 5405 Morehouse Drive, Suite 140         | San Diego        | CA    | 92121-4767 | 858.453.5600 |
| Dold           | Peter      | 4510 Executive Dr, Ste P9               | San Diego        | CA    | 92121-3021 | 858.769.3841 |
| Tanner         | John       | 5405 Morehouse Drive, Suite 140         | San Diego        | CA    | 92121-4767 | 858.453.5600 |
| Erling         | Robert     | 27250 Via Industria, Ste B              | Temecula         | CA    | 92590-3751 | 951.296.5888 |
| Yamamura       | Egan       | 6725 Mesa Ridge Rd, Ste 200             | San Diego        | CA    | 92121-2925 | 858.678.8686 |
| Hunter         | Radia      | 505 Lomas Santa Fe Dr, Ste 150          | Solana Beach     | CA    | 92075-1340 | 858.693.7556 |
| Jacobs         | Russell    | 5256 S Mission Rd Ste 301               | Bonsall          | CA    | 92003      | 760.330.9477 |
| Brander        | Martin     | 10001 Ladera Ave, PO Box 318            | Lucerne Valley   | CA    | 92356-0318 | 760.248.6711 |
| Hoopingarner   | Lori       | 43460 Ridge Park Dr, Ste 200            | Temecula         | CA    | 92590-3600 | 951.719.8432 |
| Jackson        | Brian      | 4199 Flat Rock Dr, Bldg 100 Ste 106     | Riverside        | CA    | 92505-7116 | 951.710.9606 |
| Collins        | Stephen    | 5055 Canyon Crest Dr, Ste 112           | Riverside        | CA    | 92507-6015 | 951.320.2260 |
| Vora           | Supal      | 41973 6th St, Ste C                     | Temecula         | CA    | 92590-1832 | 951.734.0400 |
| Bailey         | Michael    | 8608 Utica Ave, Ste 207                 | Rancho Cucamonga | CA    | 91730-4877 | 909.948.7650 |
| Mc Coy         | Mike       | 4857 Arlington Ave, Ste 100             | Riverside        | CA    | 92504-2760 | 951.784.7884 |
| Pahal          | Navneet    | 41973 6th St, Ste C                     | Temecula         | CA    | 92590-1832 | 951.734.0400 |
| Taylor         | Jeremy     | 29826 Haun Rd, Ste 206                  | Menifee          | CA    | 92586-6547 | 951.679.2222 |
| Esquer         | Douglas    | 101 E Redlands Blvd Ste 249, PO Box 227 | Redlands         | CA    | 92373-4725 | 909.748.0457 |
| Dobrinen       | Tina       | 1901 Orange Tree Lane, Suite 230        | Redlands         | CA    | 92374-4582 | 909.748.7813 |
| Johnson        | Derek      | 3390 University Ave, Ste 260            | Riverside        | CA    | 92501-2151 | 951.276.0700 |
| Lee            | Helen      | 215 N Marengo Ave Ste 310, Floor 3      | Pasadena         | CA    | 91101-1503 | 818.550.9980 |
| Rangsuebsin    | Vicky      | 99 S Lake Ave Ste 500                   | Pasadena         | CA    | 91101-4701 | 626.727.9200 |
| Ebbert         | Janice     | 55 E Huntington Dr, Ste 340             | Arcadia          | CA    | 91006-3247 | 818.459.0552 |
| Koehler        | Jean       | 55 E Huntington Dr, Ste 340             | Arcadia          | CA    | 91006-3247 | 818.459.0552 |
| Dax            | Angela     | 200 PIER AVE, STE 325                   | HERMOSA BEACH    | CA    | 90254-3692 | 310.379.6708 |
| Weinstein      | Jacqueline | 3500 W Olive Ave, Ste 560               | Burbank          | CA    | 91505-5536 | 818.752.9977 |
| Wada           | Charles    | 417 W Arden Ave, Ste 117                | Glendale         | CA    | 91203-4047 | 818.549.1190 |
| Angelo         | John       | 6355 Topanga Canyon Blvd, Ste 505       | Woodland Hills   | CA    | 91367-2107 | 818.676.1724 |
| Armijo         | Roberta    | 225 E Santa Clara St Ste 210            | Arcadia          | CA    | 91006-7234 | 626.623.6183 |
| Shamsian       | Ferial     | 6355 Topanga Canyon Blvd, Ste 505       | Woodland Hills   | CA    | 91367-2107 | 818.676.1724 |
| Kamholtz       | David      | 6355 Topanga Canyon Blvd, Ste 505       | Woodland Hills   | CA    | 91367-2107 | 818.676.1724 |
| Lewin          | Alejandro  | 6355 Topanga Canyon Blvd, Ste 505       | Woodland Hills   | CA    | 91367-2107 | 818.676.1724 |
| Taylor         | Jeffrey    | 6355 Topanga Canyon Blvd, Ste 520       | Woodland Hills   | CA    | 91367-2149 | 818.703.0172 |
| Milner         | Stephanie  | 6355 Topanga Canyon Blvd, Ste 505       | Woodland Hills   | CA    | 91367-2107 | 818.676.1724 |
| Reznick        | Sarah      | 3327 Old Conejo Rd                      | Newbury Park     | CA    | 91320-2115 | 805.454.7599 |
| Tarko          | Alan       | 2121 Avenue Of The Stars, Fl 8th        | Los Angeles      | CA    | 90067-5010 | 310.277.9966 |
| Kasen          | Jill       | 3500 W Olive Ave, Ste 560               | Burbank          | CA    | 91505-5536 | 818.752.9977 |
| Chrysostomides | Pandelis   | 2566 W Avenue K                         | Lancaster        | CA    | 93536-5323 | 661.948.0474 |
| Clements       | Jerry      | 4 Venture Ste 300                       | Irvine           | CA    | 92618-7384 | 949.453.0593 |
| Woo            | Mandy      | 4 Venture Ste 300                       | Irvine           | CA    | 92618-7384 | 949.453.0593 |
| Lammers        | Mark       | 4 Venture Ste 300                       | Irvine           | CA    | 92618-7384 | 949.453.0593 |
| Warren         | James      | 4 Venture Ste 300                       | Irvine           | CA    | 92618-7384 | 949.453.0593 |
| Kobashigawa    | Gregg      | 5055 Canyon Crest Dr Ste 213            | Riverside        | CA    | 92507-6015 | 909.276.1180 |
| Mc Coy         | Joshua     | 5055 Canyon Crest Dr, Ste 107           | Riverside        | CA    | 92507-6015 | 909.276.2610 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First          | Address                                      | City                | State | Zip Code   | Bus Phone    |
|-------------|----------------|--|---------------------|-------|------------|--------------|
| Soward      | John           | 3400 Central Ave, Ste 200                    | Riverside           | CA    | 92506-2163 | 951.276.8484 |
| Makhijani   | Johnny         | 14771 Plaza Dr Ste M                         | Tustin              | CA    | 92780-8012 | 949.258.9775 |
| Shirk       | Jason          | 2020 Main St, Ste 250                        | Irvine              | CA    | 92614-8225 | 949.660.0058 |
| Jamm        | Katiana        | 1 Park Plz, Ste 600                          | Irvine              | CA    | 92614-5987 | 949.387.8016 |
| Madhavan    | Sandeep        | 14771 Plaza Dr Ste M                         | Tustin              | CA    | 92780-8012 | 949.258.9775 |
| Halbreich   | Jeffrey        | 28202 Cabot Rd Ste 300                       | Laguna Niguel       | CA    | 92677-1249 | 949.467.1159 |
| Curtis      | Steven         | 26060 Acero Ste 109                          | Mission Viejo       | CA    | 92691-2768 | 949.951.4912 |
| De La Pena  | Kristopher     | 4695 Macarthur Ct Ste 1100                   | Newport Beach       | CA    | 92660-1866 | 949.798.6222 |
| Beattie     | Michael        | 30320 Rancho Viejo Rd Ste 15                 | San Juan Capistrano | CA    | 92675-1588 | 949.545.7709 |
| Smith       | Thomas         | 2020 Main St, Ste 250                        | Irvine              | CA    | 92614-8225 | 949.660.0058 |
| Hanlin      | Josh           | 26141 Marguerite Pkwy Ste A                  | Mission Viejo       | CA    | 92692-3124 | 949.380.6545 |
| Johnson     | Helene         | 23 Corporate Plaza Dr Ste 150                | Newport Beach       | CA    | 92660-8044 | 949.432.4999 |
| Jones       | Cherie         | 12842 Valley View St Ste 104                 | Garden Grove        | CA    | 92845-2537 | 714.225.3213 |
| Raegen      | Jeffrey        | 1905 The Alameda                             | San Jose            | CA    | 95126-1428 | 408.287.6500 |
| Castaneda   | John           | 36 Quail Run Cir, Ste 100M                   | Salinas             | CA    | 93907-2354 | 800.972.5914 |
| Lang        | Kevin          | 1700 S Winchester Blvd, Ste 103              | Campbell            | CA    | 95008-1163 | 408.559.6115 |
| Madden      | Barbara        | 164 Main St Ste 206                          | Los Altos           | CA    | 94022-1454 | 650.948.9800 |
| Quach       | Phuong         | 3945 Freedom Circle, Ste 460                 | Santa Clara         | CA    | 95054-1253 | 408.330.9220 |
| Styczynski  | Jason          | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Cruff       | Gary           | 1320 Willow Pass Rd Fl 6th                   | Concord             | CA    | 94520-5232 | 408.636.8352 |
| Woo         | Richard        | 1700 S Winchester Blvd, Ste 103              | Campbell            | CA    | 95008-1163 | 408.559.6115 |
| Hsia        | Albert         | 1905 The Alameda                             | San Jose            | CA    | 95126-1428 | 408.287.6500 |
| Can         | Connie         | 1901 S Bascom Ave, Ste 1530                  | Campbell            | CA    | 95008-2226 | 408.879.9057 |
| Ward        | Adam           | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Kabitsis    | Spiridon       | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Koppanyi    | Lisa           | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Kohli       | Vikram         | 3130 De La Cruz Blvd, Ste 128                | Santa Clara         | CA    | 95054-2439 | 408.988.5455 |
| Kotov       | Dimitar        | 1901 S Bascom Ave, Ste 1530                  | Campbell            | CA    | 95008-2226 | 408.879.9057 |
| Nack        | Duane          | 307 Main St, Ste 110                         | Salinas             | CA    | 93901-2705 | 831.772.9873 |
| Stapleton   | Christoph      | 40 Ragsdale Dr Ste 160                       | Monterey            | CA    | 93940-5790 | 408.796.7415 |
| Simpson     | Richard        | 3945 Freedom Circle, Ste 460                 | Santa Clara         | CA    | 95054-1253 | 408.330.9220 |
| Ng          | Lai Hing Ester | 164 Main St Ste 206                          | Los Altos           | CA    | 94022-1454 | 650.948.9800 |
| Vu          | Hung           | 1700 S Winchester Blvd, Ste 103              | Campbell            | CA    | 95008-1163 | 408.559.6115 |
| Littlepage  | Barbara        | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Cleland     | Robert         | 1999 S Bascom Ave Ste 700                    | Campbell            | CA    | 95008-2205 | 408.371.5478 |
| Roat        | Leon           | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Cooper      | David          | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Nelson      | David          | 307 Main St, Ste 110                         | Salinas             | CA    | 93901-2705 | 831.772.9873 |
| Sawal       | Dinesh         | 1905 The Alameda                             | San Jose            | CA    | 95126-1428 | 408.287.6500 |
| Loo         | Christopher    | 8339 Church St, Ste 204                      | Gilroy              | CA    | 95020-4450 | 408.846.1728 |
| Armer       | Todd           | 1999 S Bascom Ave Ste 700                    | Campbell            | CA    | 95008-2205 | 408.371.5478 |
| Woodell     | Thomas         | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Chien       | Jing           | 3945 Freedom Circle, Ste 460                 | Santa Clara         | CA    | 95054-1253 | 408.330.9220 |
| Lee         | Kelly          | 1 Almaden Blvd, Ste 810                      | San Jose            | CA    | 95113-2215 | 408.918.5300 |
| Jenkins     | David          | 1611 Bunker Hill Way Ste 140                 | Salinas             | CA    | 93906-6006 | 831.320.1653 |
| Dworaczyk   | Terry          | 2605 S Miller St Ste 104                     | Santa Maria         | CA    | 93455-1774 | 805.938.9724 |
| Kammerman   | Mark           | 3713 Alamo St, Ste 200                       | Simi Valley         | CA    | 93063-2128 | 805.526.9944 |
| Jones       | Olga           | 407 W Ojai Ave, Ste B                        | Ojai                | CA    | 93023-2464 | 805.640.1651 |
| Bodemeijer  | Daniel         | 100 E Thousand Oaks Blvd, Suite 290          | Thousand Oaks       | CA    | 91360-8141 | 805.777.7875 |
| Foster      | John           | 31351 Via Colinas, Suite 104                 | Westlake Village    | CA    | 91362-4573 | 818.597.8111 |
| Jorgensen   | Lars           | 100 E Thousand Oaks Blvd, Suite 290          | Thousand Oaks       | CA    | 91360-8141 | 805.777.7875 |
| De Buiser   | Garrett        | 31351 Via Colinas, Suite 104                 | Westlake Village    | CA    | 91362-4573 | 818.597.8111 |
| Pirkowitsch | Judith         | 319 E Carrillo St Ste 107                    | Santa Barbara       | CA    | 93101-7450 | 805.682.8187 |
| Kelley      | Cindy          | 2605 S Miller St Ste 104                     | Santa Maria         | CA    | 93455-1774 | 805.938.9724 |
| Lewandowski | Gregory        | 2655 First Street Ste 160                    | Simi Valley         | CA    | 93065-1564 | 805.915.4747 |
| Hjerpe      | William        | 1766 3rd St, Ste A                           | Napa                | CA    | 94559-2804 | 707.257.6155 |
| Quisol      | Roman          | 433 Airport Blvd Ste 328                     | Burlingame          | CA    | 94010-2053 | 650.288.3978 |
| Carabini    | James          | 283 2nd St E                                 | Sonoma              | CA    | 95476-5708 | 707.935.8222 |
| Lucas       | Jonathan       | 2690 Lake Forrest Road Ste 2F, PO Box - 5673 | Tahoe City          | CA    | 96145-2088 | 650.401.2282 |
| Friedemann  | Carl           | 12700 Stowe Dr, Ste 240                      | Poway               | CA    | 92064-8868 | 858.486.9900 |
| Constant    | Athena         | 12625 High Bluff Dr, Ste 114                 | San Diego           | CA    | 92130-2053 | 858.345.1870 |
| Kaluderovic | Vedran         | 2301 Rosecrans Ave, Ste 4195                 | El Segundo          | CA    | 90245-4918 | 310.220.2202 |
| Dover       | Lee            | 2301 Rosecrans Ave, Ste 4195                 | El Segundo          | CA    | 90245-4918 | 310.220.2202 |
| Smotherman  | Robert         | 225 California St                            | El Segundo          | CA    | 90245-4310 | 310.220.2307 |
| Kan         | Ivan           | 2301 Rosecrans Ave, Ste 4195                 | El Segundo          | CA    | 90245-4918 | 310.220.2202 |
| Davis       | Carl           | 2301 Rosecrans Ave, Ste 4195                 | El Segundo          | CA    | 90245-4918 | 310.220.2202 |
| Logan       | Andre          | 2301 Rosecrans Ave, Ste 4195                 | El Segundo          | CA    | 90245-4918 | 310.220.2202 |
| Embler      | Jennifer       | 2301 Rosecrans Ave, Ste 4195                 | El Segundo          | CA    | 90245-4918 | 310.220.2202 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last              | First       | Address                               | City                | State | Zip Code   | Bus Phone    |
|-------------------|-------------|---------------------------------------|---------------------|-------|------------|--------------|
| Guan              | Tony        | 1130 Iron Point Rd, Ste 150           | Folsom              | CA    | 95630-8310 | 916.351.0000 |
| Pettit            | Michael     | 1430 Blue Oaks Blvd Ste 290           | Roseville           | CA    | 95747-5157 | 916.580.2180 |
| Wheeler           | Paul        | 1420 Rocky Ridge Dr Ste 160           | Roseville           | CA    | 95661-2835 | 916.784.2240 |
| Aton              | David       | 1420 Rocky Ridge Dr Ste 160           | Roseville           | CA    | 95661-2835 | 916.784.2240 |
| Phelps            | Russel      | 1130 Iron Point Rd, Ste 150           | Folsom              | CA    | 95630-8310 | 916.351.0000 |
| Kovalek           | John        | 1430 Blue Oaks Blvd Ste 290           | Roseville           | CA    | 95747-5157 | 916.580.2180 |
| Nguyen            | Rachelle    | 1420 Rocky Ridge Dr Ste 160           | Roseville           | CA    | 95661-2835 | 916.784.2240 |
| Karr              | Aaron       | 1430 Blue Oaks Blvd Ste 290           | Roseville           | CA    | 95747-5157 | 916.580.2180 |
| Haydis            | Deborah     | 414 S Main Ave                        | Fallbrook           | CA    | 92028-2940 | 760.723.2693 |
| Overland          | Gregory     | 221 N Rios Ave                        | Solana Beach        | CA    | 92075-1239 | 858.794.0139 |
| Thompson          | Kent        | 13520 Evening Creek Dr N, Ste 110     | San Diego           | CA    | 92128-8105 | 858.795.2188 |
| Harrison          | Philip      | 12636 High Bluff Dr Ste 400           | San Diego           | CA    | 92130-2071 | 858.956.0600 |
| Kettnitz          | Victoria    | 29 Volta Del Tintori St               | Lake Elsinore       | CA    | 92532-0143 | 951.579.4598 |
| Khoudari          | Nicholas    | 2600 Michelson Dr Ste 1460            | Irvine              | CA    | 92612-6524 | 949.250.3210 |
| Connolly          | Elizabeth   | 2600 Michelson Dr, Ste 1460           | Irvine              | CA    | 92612-6524 | 949.250.3210 |
| Russo             | Michael     | 120 Vantis Dr Ste 145                 | Aliso Viejo         | CA    | 92656-2686 | 949.817.7111 |
| Kreidt            | Thomas      | 2600 Michelson Dr Ste 1460            | Irvine              | CA    | 92612-6524 | 949.250.3210 |
| Torres            | Donald      | 2600 Michelson Dr, Ste 1460           | Irvine              | CA    | 92612-6524 | 949.250.3210 |
| Mazzotta          | Vincent     | 2600 Michelson Dr Ste 1460            | Irvine              | CA    | 92612-6524 | 949.250.3210 |
| Arlow             | Louis       | 2600 Michelson Dr Ste 1460            | Irvine              | CA    | 92612-6524 | 949.250.3210 |
| Binkowski         | Robert      | 2131 Palomar Airport RD, Ste 203      | Carlsbad            | CA    | 92011-1433 | 760.809.8220 |
| Hill              | Gregory     | 41865 Boardwalk Ste 110               | Palm Desert         | CA    | 92211-9031 | 760.674.7447 |
| Grad              | Benjamin    | 2535 Camino Del Rio South, Suite 115  | San Diego           | CA    | 92108-3754 | 619.230.5518 |
| Zaragoza Guerrero | Laura       | 7355 Greenleaf Ave Ste 204            | Whittier            | CA    | 90602-1621 | 562.550.3713 |
| Holmes            | Byron       | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Park              | Roger       | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Aguayo            | Larry       | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Vant              | Steven      | 3711 Long Beach Blvd, Ste 1015        | Long Beach          | CA    | 90807-3326 | 562.726.1186 |
| Mc Andrew         | Randy       | 5881 Obispo Ave Ste 103               | Long Beach          | CA    | 90805-3703 | 562.924.8363 |
| Cheng             | George      | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Kurtz             | Curtis      | 3780 Kilroy Airport Way, Ste 200      | Long Beach          | CA    | 90806-2458 | 562.256.7030 |
| Cataldi           | Christopher | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Quillope          | Andrew      | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Mercier           | James       | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Marumoto          | Kevin       | 3900 Kilroy Airport Way, Ste 190      | Long Beach          | CA    | 90806-6815 | 562.981.6677 |
| Liljegren         | Ryan        | 24025 Park Sorrento, Ste 440          | Calabasas           | CA    | 91302-4018 | 818.878.8622 |
| Anton             | Michael     | 29899 Agoura Rd Ste 112               | Agoura Hills        | CA    | 91301-2493 | 818.227.9642 |
| Spach             | James       | 24025 Park Sorrento, Ste 440          | Calabasas           | CA    | 91302-4018 | 818.878.8622 |
| Tolan             | Kevin       | 216 N Glendora Ave, Suite 201         | Glendora            | CA    | 91741-6924 | 626.771.2938 |
| Laubach           | Christopher | 216 N Glendora Ave, Suite 201         | Glendora            | CA    | 91741-6924 | 626.771.2938 |
| Huckins           | Howard      | 41 E Foothill Blvd, Ste 202           | Arcadia             | CA    | 91006-2361 | 626.574.7887 |
| Scott             | Bradley     | 225 E Santa Clara St, Ste 302         | Arcadia             | CA    | 91006-7234 | 626.447.4060 |
| Puzik             | Erika       | 6701 Center Dr W Ste 700              | Los Angeles         | CA    | 90045-1547 | 310.582.3500 |
| Perez             | Anthony     | 6701 Center Dr W Ste 700              | Los Angeles         | CA    | 90045-1547 | 310.582.3500 |
| Hemann            | Carolyn     | 11835 W Olympic Blvd, Ste 735 East    | Los Angeles         | CA    | 90064-5001 | 310.477.2500 |
| Ching             | Jose        | 13200 Crossroads Pkwy N, Ste 165      | City of Industry    | CA    | 91746-3420 | 562.698.2604 |
| Peterson          | Doug        | 222 Pacific Coast Hwy, Fl 10          | El Segundo          | CA    | 90245      | 310.582.3555 |
| Vo                | Brian       | 940 E 2nd St, Ste 34                  | Los Angeles         | CA    | 90012-4381 | 213.748.5014 |
| Boyce             | Joel        | 250 N Westlake Blvd Ste 200           | Westlake Village    | CA    | 91362-7007 | 805.981.3303 |
| Segovia           | Ruben       | 877 S Victoria Ave Ste 211            | Ventura             | CA    | 93003-5389 | 805.251.0600 |
| Gray              | James       | 877 S Victoria Ave Ste 211            | Ventura             | CA    | 93003-5389 | 805.251.0600 |
| Hockenmaier       | Peter       | 1200 Paseo Camarillo, Ste 265         | Camarillo           | CA    | 93010-6050 | 805.987.0450 |
| Goldstein         | Adam        | 24025 Park Sorrento Ste 320           | Calabasas           | CA    | 91302-1574 | 818.704.6675 |
| Koff              | Richard     | 30700 Russell Ranch Rd Ste 250        | Westlake Village    | CA    | 91362-9507 | 747.220.6602 |
| Charton           | Edward      | 24025 Park Sorrento Ste 320           | Calabasas           | CA    | 91302-1574 | 818.704.6675 |
| Correa            | Eladio      | 101 Main St Ste 380                   | Huntington Beach    | CA    | 92648      | 714.374.7010 |
| Patel             | Amit        | 221 E Walnut St, Ste 226              | Pasadena            | CA    | 91101-1554 | 626.795.1267 |
| Frederich         | John        | 462 S Marengo Ave                     | Pasadena            | CA    | 91101-3129 | 626.440.5990 |
| Roque             | Gail        | 80 S Lake Ave, Ste 555                | Pasadena            | CA    | 91101-2599 | 626.744.9766 |
| Chang             | Vivian      | 221 E Walnut St, Ste 270              | Pasadena            | CA    | 91101-1520 | 626.585.8679 |
| Cameron           | Lachlan     | 180 S Lake Ave Ste 620                | Pasadena            | CA    | 91101-4761 | 626.449.1323 |
| Lin               | Arthur      | 821 S Myrtle Ave Unit 7               | Monrovia            | CA    | 91016-8628 | 626.538.5384 |
| Tran              | Duc         | 242 S De Lacey Ave                    | Pasadena            | CA    | 91105-2006 | 626.799.2237 |
| Griffith          | Meisha      | 242 S De Lacey Ave                    | Pasadena            | CA    | 91105-2006 | 626.799.2237 |
| Molinari          | Lucianna    | Portuguese Bend Club, 49 Seawall Road | Rancho Palos Verdes | CA    | 90275-6052 | 310.377.4883 |
| Morishita         | Robin       | 21515 Hawthorne Blvd Ste 880          | Torrance            | CA    | 90503-6634 | 310.543.9984 |
| Okuda             | Clifford    | 21515 Hawthorne Blvd Ste 880          | Torrance            | CA    | 90503-6634 | 310.543.9984 |
| Bitanga           | Louie       | 727 2nd St Unit 102                   | HERMOSA BEACH       | CA    | 90254-5245 | 310.318.0020 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First       | Address                                | City              | State | Zip Code   | Bus Phone    |
|-------------|-------------|--|-------------------|-------|------------|--------------|
| Medina      | Michelle    | 21515 Hawthorne Blvd Ste 880           | Torrance          | CA    | 90503-6634 | 310.543.9984 |
| Tolan       | Mark        | 530 W Bonita Ave                       | San Dimas         | CA    | 91773-2577 | 909.394.0409 |
| Chiang      | Duvan       | 530 W Bonita Ave                       | San Dimas         | CA    | 91773-2577 | 909.394.0409 |
| Kim         | Judy        | 780 Roosevelt Ste 214                  | Irvine            | CA    | 92620-3660 | 909.394.0409 |
| Jackson     | Qiong       | 3200 E Guasti Rd, Suite 100 Office 156 | Ontario           | CA    | 91761      | 951.858.0800 |
| Westlake    | Stephen     | 3741 Douglas Blvd Ste 290              | Roseville         | CA    | 95661-4271 | 916.677.1640 |
| Grahl       | Colin       | 3741 Douglas Blvd Ste 290              | Roseville         | CA    | 95661-4271 | 916.677.1640 |
| Glover      | Bret        | 3741 Douglas Blvd Ste 290              | Roseville         | CA    | 95661-4271 | 916.677.1640 |
| Beccari     | Antonio     | 1620 Mill Rock Way, Ste 200            | Bakersfield       | CA    | 93311-1342 | 661.663.7410 |
| Martinez    | Ramiro      | 11001 River Run Blvd, Ste 100          | Bakersfield       | CA    | 93311-8981 | 661.664.6900 |
| Hannink     | Bradley     | 11001 River Run Blvd, Ste 100          | Bakersfield       | CA    | 93311-8981 | 661.664.6900 |
| Tanuwijaya  | Hendra      | 11001 River Run Blvd, Ste 100          | Bakersfield       | CA    | 93311-8981 | 661.664.6900 |
| Torrey      | Alan        | 3147 Saddle Dr, Ste 200                | Hayward           | CA    | 94541-5723 | 510.303.1407 |
| Alvarez     | Alberto     | 535 N Brand Blvd, Ste 1000 and 950     | Glendale          | CA    | 91203-3930 | 818.662.1999 |
| Reid        | Gail        | 535 N Brand Blvd, Ste 1000 and 950     | Glendale          | CA    | 91203-3930 | 818.662.1999 |
| Hsu         | Gina        | 221 E Walnut St, Ste 276               | Pasadena          | CA    | 91101-1585 | 626.243.0505 |
| Avina       | Paul        | 535 N Brand Blvd, Ste 1000 and 950     | Glendale          | CA    | 91203-3930 | 818.662.1999 |
| La Zare     | Kim         | 18321 Ventura Blvd, Ste 655            | Tarzana           | CA    | 91356-4250 | 818.708.0281 |
| Godinez     | Jose        | 535 N Brand Blvd, Ste 1000 and 950     | Glendale          | CA    | 91203-3930 | 818.662.1999 |
| Baker       | Gregory     | 500 Cypress St, Ste 12                 | Pismo Beach       | CA    | 93449-2624 | 805.773.9468 |
| Perez       | Lucia       | 137 N 10th St Ste A                    | Santa Paula       | CA    | 93060-2802 | 805.981.4185 |
| Tetmeir     | Stephen     | 1521 Higuera St, Ste A                 | San Luis Obispo   | CA    | 93401-2960 | 805.781.3700 |
| Syed        | Naimuddin   | 28100 Bouquet Canyon Rd, Ste 202       | Santa Clarita     | CA    | 91350-2006 | 661.305.5190 |
| Price       | Madison     | 27201 Tourney Rd Ste 201V              | Valencia          | CA    | 91355-1854 | 661.476.5631 |
| Goudy       | Paul        | 10901 W Toller Dr Ste 304              | Littleton         | CO    | 80127-6312 | 650.401.2272 |
| Hauser      | Scott       | 2438 Research Pkwy, Ste 105            | Colorado Springs  | CO    | 80920-1094 | 719.328.1050 |
| Sanson      | Bryan       | 2438 Research Pkwy, Ste 105            | Colorado Springs  | CO    | 80920-1094 | 719.328.1050 |
| Yousaf      | Mansoor     | 6400 S Fiddlers Green Cir, Ste 440     | Greenwood Village | CO    | 80111-4922 | 720.710.4446 |
| Maez        | Kimberly    | 16 Inverness Pl E, Bldg B              | Englewood         | CO    | 80112-5615 | 303.407.1275 |
| Moritz      | David       | 19751 E Mainstreet, Ste R12            | Parker            | CO    | 80138-7406 | 303.841.1763 |
| Nicholas    | John        | 4440 Arapahoe Ave Ste 120              | Boulder           | CO    | 80303-9101 | 720.635.8876 |
| Walsh       | Damian      | 640 Plaza Dr Ste 330                   | Highlands Ranch   | CO    | 80129-2399 | 303.425.0904 |
| Oldham      | James       | 8181 E Tufts Ave, Ste 520              | Denver            | CO    | 80237-2580 | 303.407.1250 |
| Billingslea | David       | 5420 S Quebec St Ste 105               | Greenwood Village | CO    | 80111-1904 | 303.221.6416 |
| Baker       | Stephen     | 8181 E Tufts Ave, Ste 520              | Denver            | CO    | 80237-2580 | 303.407.1250 |
| Bastiaans   | Robert      | 7979 E Tufts Ave, Ste 120              | Denver            | CO    | 80237-2983 | 303.689.7424 |
| Grimm       | Whitney     | 5420 S Quebec St Ste 105               | Greenwood Village | CO    | 80111-1904 | 303.221.6416 |
| Lynn        | Lisa        | 2629 Redwing Rd, Ste 310               | Fort Collins      | CO    | 80526-6315 | 970.206.0320 |
| Harman      | Karl        | 333 W Drake Rd, Ste 130                | Fort Collins      | CO    | 80526-6319 | 970.223.4400 |
| Rohlfing    | Timothy     | 1710 Jet Stream Dr, Ste 205            | Colorado Springs  | CO    | 80921-3937 | 719.599.7431 |
| Forbes      | Lisa        | 7035 Campus Dr Ste 801                 | Colorado Springs  | CO    | 80920-6527 | 719.651.1997 |
| Carpenter   | Henry       | 8181 E Tufts Ave, Ste 520              | Denver            | CO    | 80237-2580 | 303.407.1250 |
| Knapp       | Amy         | 26267 Conifer Rd Ste 302, PO Box 586   | Conifer           | CO    | 80433-0586 | 303.697.0274 |
| Higgins     | Mathew      | 619 Main Street, Suite 180             | Grand Junction    | CO    | 81501-2751 | 970.242.0027 |
| Maestas     | Timothy     | 8181 E Tufts Ave, Ste 520              | Denver            | CO    | 80237-2580 | 303.407.1250 |
| Wenaas      | Kristen     | 8181 E Tufts Ave, Ste 520              | Denver            | CO    | 80237-2580 | 303.407.1250 |
| Yousaf      | Ali         | 6400 S Fiddlers Green Cir, Ste 440     | Greenwood Village | CO    | 80111-4922 | 720.710.4446 |
| Hensley     | Bradley     | 1307 Fortino Blvd Ste C, Ste 101       | Pueblo            | CO    | 81008-2376 | 719.696.6060 |
| Esquibel    | Roger       | 1307 Fortino Blvd Ste C                | Pueblo            | CO    | 81008-2376 | 719.696.6060 |
| Urbonas     | James       | 16 Inverness Pl E, Bldg B              | Englewood         | CO    | 80112-5615 | 303.407.1275 |
| Durnell     | Eric        | 16 Inverness Pl E, Bldg B              | Englewood         | CO    | 80112-5615 | 720.266.1010 |
| Miller      | Joshua      | 16 Inverness Pl E, Bldg B              | Englewood         | CO    | 80112-5615 | 720.266.1010 |
| Unfug       | Chris       | 743 Horizon Ct, Ste 302                | Grand Junction    | CO    | 81506-8707 | 970.243.9928 |
| Strickman   | Adam        | 9351 Grant St, Ste 300                 | Thornton          | CO    | 80229-4375 | 303.252.9777 |
| Minnig      | Scott       | 1711 61st Ave, Ste 200                 | Greeley           | CO    | 80634-3046 | 970.573.5500 |
| Kropatsch   | Paul        | 1745 Shea Center Dr, Ste 400           | Highlands Ranch   | CO    | 80129-1540 | 303.658.9232 |
| Hubbard     | Larry       | 1711 61st Ave, Ste 200                 | Greeley           | CO    | 80634-3046 | 970.573.5500 |
| Ziebelman   | Tierney     | 2134 Curtis St Ste 301                 | Denver            | CO    | 80205-2547 | 720.597.3167 |
| McCorkel    | Julie       | 520 Zang St Ste 213                    | Broomfield        | CO    | 80021-8223 | 303.227.3600 |
| Zeidman     | Kent        | 11080 Circle Point Rd, Ste 210         | Westminster       | CO    | 80020-2768 | 303.430.1010 |
| Moore       | Ryan        | 621 S Fairplay St Unit A               | Aurora            | CO    | 80012-3848 | 720.808.0017 |
| Smith       | Christopher | 6390 Gardenia St Ste 250               | Arvada            | CO    | 80004-3537 | 303.641.1640 |
| Strand      | David       | 4440 Arapahoe Ave, Ste 120             | Boulder           | CO    | 80303-9101 | 303.442.0123 |
| Nelson Boyd | Cheryl      | 520 Zang St Ste 213                    | Broomfield        | CO    | 80021-8223 | 303.227.3600 |
| Schultz     | Daniel      | 1738 Pearl St Suite 300, Ste 302       | Boulder           | CO    | 80302-5525 | 720.406.7351 |
| Stothoff    | Stewart     | 1738 Pearl St Suite 300, Ste 302       | Boulder           | CO    | 80302-5525 | 720.406.7351 |
| Koplar      | H Scott     | 1738 Pearl St Suite 300, Ste 302       | Boulder           | CO    | 80302-5525 | 720.406.7351 |
| Krenz       | Nicholas    | 1738 Pearl St Suite 300, Ste 302       | Boulder           | CO    | 80302-5525 | 720.406.7351 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First       | Address   | City             | State | Zip Code   | Bus Phone    |
|-------------|-------------|---|------------------|-------|------------|--------------|
| Whitmore    | Zoe         | 1738 Pearl St Suite 300, Ste 302                      | Boulder          | CO    | 80302-5525 | 720.406.7351 |
| Bengtson    | Brett       | 6390 Gardenia St Ste 250                              | Arvada           | CO    | 80004-3537 | 303.641.1640 |
| Barth       | Michael     | 1199 Main Ave Ste 216                                 | Durango          | CO    | 81301-4158 | 970.315.3103 |
| Ufland      | Glenn       | 1 Bradley Rd Ste 711                                  | Woodbridge       | CT    | 06525-2296 | 203.684.1160 |
| Borchetta   | Gene        | 227 Monroe Turnpike, Suite 3M                         | Monroe           | CT    | 06468-6202 | 203.916.1551 |
| Tata        | Deborah     | 530 Middlebury Rd, Ste 204B                           | Middlebury       | CT    | 06762-2500 | 203.758.2456 |
| Rasmussen   | William     | 752 Boston Post Rd, Ste 6                             | Madison          | CT    | 06443      | 203.407.8189 |
| Chapis      | Cheryl      | 53 Linwood St   | Bristol          | CT    | 06010-7039 | 203.732.5161 |
| Ellis       | Matthew     | 945 Main St, Ste 305                                  | Manchester       | CT    | 06040-6064 | 860.533.0063 |
| Udal        | Matthew     | 1 Old Mountain Rd                                     | Farmington       | CT    | 06032-1703 | 860.470.0244 |
| Leone       | Dennis      | 111 Founders Plz, Ste 1402                            | East Hartford    | CT    | 06108-8312 | 860.289.9200 |
| Balesano    | James       | 224 New London Tpke                                   | Glastonbury      | CT    | 06033-2235 | 860.652.9227 |
| Cormier     | Henry       | 850 Farmington Ave                                    | Farmington       | CT    | 06032-2350 | 860.284.9882 |
| Butnick     | Lester      | 224 New London Tpke                                   | Glastonbury      | CT    | 06033-2235 | 860.652.9227 |
| Couzens     | Matthew     | 95 Glastonbury Blvd, Ste 408                          | Glastonbury      | CT    | 06033-4412 | 860.430.1919 |
| Rohner      | Paul        | 324 Wolcott Rd  | Bristol          | CT    | 06010-7157 | 860.582.8854 |
| Nichols     | Terrence    | 111 Founders Plz, Ste 1503                            | East Hartford    | CT    | 06108-3289 | 860.290.8880 |
| Vogler      | Richard     | 99 East River Dr, 8th Floor                           | East Hartford    | CT    | 06108-7301 | 860.291.9160 |
| Mc Cabe     | James       | 329 Main St   | Portland         | CT    | 06480-1561 | 860.342.1756 |
| King        | Leigh       | 963 Hopmeadow St                                      | Simsbury         | CT    | 06070-1824 | 860.651.5969 |
| Cerniglia   | Jason       | 56 Williams Ave                                       | Mystic           | CT    | 06355-2914 | 860.245.0251 |
| Pekala      | Christopher | 111 Founders Plz, Ste 1402                            | East Hartford    | CT    | 06108-8312 | 860.289.9200 |
| Sheridan    | Steven      | 63 High St  | Suffield         | CT    | 06078-2113 | 860.668.4040 |
| Fisette     | Jennifer    | 224 New London Tpke, FL 8                             | Glastonbury      | CT    | 06033-2235 | 860.652.9227 |
| Buck        | Bruce       | 75 Frontage Rd Ste 104                                | North Stonington | CT    | 06359-1711 | 860.629.0610 |
| Campopiano  | Rodney      | 207 W Town St, Unit 2B                                | Norwich          | CT    | 06360-2130 | 774.504.2628 |
| Berube      | David       | 63 High St  | Suffield         | CT    | 06078-2113 | 860.668.4040 |
| Antosh      | Eugene      | 329 Main St   | Portland         | CT    | 06480-1561 | 860.342.1756 |
| Henehan     | Patrick     | 111 Founders Plz, Ste 1402                            | East Hartford    | CT    | 06108-8312 | 860.289.9200 |
| O'Brien     | Patrick     | 50 Canal St   | Putnam           | CT    | 06260-1910 | 860.208.9913 |
| Heagney     | Robert      | 157 Church St Fl 19                                   | New Haven        | CT    | 06510-2100 | 203.387.4240 |
| Salerno     | Anthony     | 2507 Post Rd, FL 3                                    | Southport        | CT    | 06890-1259 | 203.610.8231 |
| Guerrera    | Lisa        | 10 Roberts Ln, Ste 205                                | Ridgefield       | CT    | 06877-4071 | 877.237.3572 |
| Kaplove     | Sharon      | 2777 Summer St Ste 704                                | Stamford         | CT    | 06905-4383 | 203.968.1151 |
| Kalivas     | Constantine | 44 Old Ridgefield Rd Ste 216                          | Wilton           | CT    | 06897-3014 | 203.454.5400 |
| Razzino     | Pietro      | 3 Corporate Dr Ste 216, Suite 480                     | Shelton          | CT    | 06484-6252 | 203.225.0805 |
| Dezzutti    | John        | 57 North St, Ste 208                                  | Danbury          | CT    | 06810-5627 | 203.748.3750 |
| Wischow     | Kurt        | 3 Corporate Dr Ste 216, Suite 480                     | Shelton          | CT    | 06484-6252 | 203.225.0805 |
| Feinstein   | Michael     | 2507 Post Rd, FL 3                                    | Southport        | CT    | 06890-1259 | 203.610.8231 |
| Morgan      | Christian   | 227 Monroe Turnpike, Ste 1                            | Monroe           | CT    | 06468-6202 | 203.261.7526 |
| Lalich      | David       | 2507 Post Rd, FL 3                                    | Southport        | CT    | 06890-1259 | 203.610.8231 |
| Christensen | Jeffrey     | 6 Thorndal Cir, Ste 209                               | Darien           | CT    | 06820-5415 | 203.656.1945 |
| Newman      | Jon         | 51 Church St  | Greenwich        | CT    | 06830-5603 | 203.861.1700 |
| Deveau      | Sherrie     | Eric Town Square, 124 Hebron Ave Ste 3B 2             | Glastonbury      | CT    | 06033-2063 | 860.290.8880 |
| Forma       | Noel        | 2507 Post Rd, FL 3                                    | Southport        | CT    | 06890-1259 | 203.610.8231 |
| Tucker      | Kevin       | 2507 Post Rd, FL 3                                    | Southport        | CT    | 06890-1259 | 203.610.8231 |
| Hoffman     | Robert      | 30 Old Kings Hwy S                                    | Darien           | CT    | 06820-4551 | 203.610.2307 |
| Blum        | Joel        | The Shops at Waters Edge, 1587 Boston Post Rd Unit B5 | Westbrook        | CT    | 06498-2090 | 860.391.0299 |
| Florio      | Jeffrey     | 57 North St, Ste 208                                  | Danbury          | CT    | 06810-5627 | 203.748.3750 |
| Webber      | Matthew     | 1495 Black Rock Tpke, Ste 2A                          | Fairfield        | CT    | 06825-4165 | 203.307.5237 |
| Baudouin    | Christopher | 2 Corporate Dr, Ste 644                               | Shelton          | CT    | 06484-6213 | 203.225.0252 |
| Somers      | Keith       | 1495 Black Rock Tpke, Ste 2A                          | Fairfield        | CT    | 06825-4165 | 203.307.5237 |
| Loomer      | Alfred      | 99 E River Dr, FL 8                                   | East Hartford    | CT    | 06108-7301 | 860.291.9160 |
| Fish-Kelly  | Laura       | 180 Glastonbury Blvd, Ste 105                         | Glastonbury      | CT    | 06033-4439 | 860.421.3330 |
| Brouillard  | Justin      | 158 Main St, Suite 1                                  | Putnam           | CT    | 06260-1965 | 860.928.5599 |
| Procaccini  | Vincent     | 2425 Post Rd Ste 207                                  | Southport        | CT    | 06890-1267 | 203.222.4994 |
| Somma       | Robert      | 2425 Post Rd Ste 207                                  | Southport        | CT    | 06890-1267 | 203.222.4994 |
| Warneke     | Jason       | 2 Mountain View Ave                                   | Avon             | CT    | 06001-3810 | 860.470.0007 |
| Benaitis    | Jeffrey     | 99 E River Dr, 8th Floor                              | East Hartford    | CT    | 06108-7301 | 860.291.9160 |
| Gagliardi   | Camille     | 57 N Main St  | West Hartford    | CT    | 06107-1923 | 860.313.1313 |
| Kroll       | Malcolm     | 18 N Main St  | West Hartford    | CT    | 06107-1970 | 860.313.1128 |
| Tarbell     | Daniel      | 99 E River Dr, 8th Floor                              | East Hartford    | CT    | 06108-7301 | 860.291.9160 |
| Irizarry    | Joseph      | 2 North St Ste 3                                      | Wolcott          | CT    | 06716-1349 | 203.489.0866 |
| Taylor      | Robert      | 2 North St Ste 3                                      | Wolcott          | CT    | 06716-1349 | 203.489.0866 |
| Daoud       | Nancy       | 90 Oxford Rd  | Oxford           | CT    | 06478-1930 | 203.881.5504 |
| Guiditta    | Nicholas    | 900 Main St S Ste 100                                 | Southbury        | CT    | 06488-4237 | 203.262.8005 |
| Blankenship | Timothy     | 900 Main St S Ste 100                                 | Southbury        | CT    | 06488-4237 | 203.262.8005 |
| Wiederholt  | James       | 835 Straits Tpke Ste A                                | Middlebury       | CT    | 06762-2812 | 800.895.6625 |

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|--------------|-------------|--|------------------|-------|------------|--------------|
| Jones        | Mark        | 835 Straits Tpke Ste A                 | Middlebury       | CT    | 06762-2812 | 800.895.6625 |
| Fry          | Christopher | 100 Queen St                           | Southington      | CT    | 06489-2052 | 860.621.5657 |
| Root         | Jonathan    | 250 State St, Unit E1                  | North Haven      | CT    | 06473-2182 | 203.407.8188 |
| Borajkiewicz | Christopher | 250 State St, Unit E1                  | North Haven      | CT    | 06473-2182 | 203.407.8188 |
| Broder       | Joshua      | 1781 Highland Ave Ste 207              | Cheshire         | CT    | 06410-2565 | 203.823.9114 |
| Nemphos      | William     | 154 State St Ste 104                   | North Haven      | CT    | 06473-2224 | 203.407.8189 |
| Lucarelli    | Robert      | 250 State St, Unit E1                  | North Haven      | CT    | 06473-2182 | 203.407.8188 |
| Coppola      | Christopher | 250 State St, Unit E1                  | North Haven      | CT    | 06473-2182 | 203.407.8188 |
| Dematteis    | Nicholas    | 777 West Putnam Avenue, Suite 300      | Greenwich        | CT    | 06830-5000 | 212.203.1329 |
| Morgan       | Awad        | 1001 Connecticut Ave NW, Ste 630       | Washington       | DC    | 20036-5577 | 202.750.7904 |
| Cortale      | John        | 1627 K Street NW Suite 900             | Washington       | DC    | 20006-1710 | 202.545.7189 |
| Miller       | Dickinson   | 1220 19th St NW Ste 205                | Washington       | DC    | 20036-2474 | 202.293.9797 |
| Salinski     | Jason       | 224 E Delaware Ave, Ste 104            | Newark           | DE    | 19711-4607 | 302.444.8474 |
| Farabaugh    | Randal      | 2 Righter Pkwy Ste 201                 | Wilmington       | DE    | 19803-1529 | 302.476.8000 |
| Bauers       | Kathy       | 5195 W Woodmill Dr, Ste 27             | Wilmington       | DE    | 19808-4067 | 302.995.7526 |
| Gioia        | Michael     | 3520 Silverside Rd, Ste 25             | Wilmington       | DE    | 19810-4933 | 302.479.7780 |
| Erhard       | Bridget     | 6 Larch Ave, Ste 399                   | Wilmington       | DE    | 19804-2356 | 302.225.2866 |
| Scheff       | Ronald      | 6300 Limestone Rd, Ste C               | Hockessin        | DE    | 19707-9178 | 302.239.0123 |
| Boatmon      | Matthew     | 501 Silverside Rd Ste 34               | Wilmington       | DE    | 19809-1388 | 302.475.2357 |
| De Prisco    | Jeffrey     | 224 E Delaware Ave, Ste 104            | Newark           | DE    | 19711-4607 | 302.444.8474 |
| DeMars       | James       | 5195 W Woodmill Dr, Ste 27             | Wilmington       | DE    | 19808-4067 | 302.995.7526 |
| Orth         | Kimberlee   | 3513 Concord Pike Ste 1000             | Wilmington       | DE    | 19803-5027 | 302.475.5105 |
| Amodei       | Joseph      | 1 Righter Parkway Ste 250              | Wilmington       | DE    | 19803-1534 | 302.656.7773 |
| Allen        | Robert      | 5195 W Woodmill Dr, Ste 27             | Wilmington       | DE    | 19808-4067 | 302.995.7526 |
| Gibler       | Paul        | 103 Brook Run                          | Hockessin        | DE    | 19707-2405 | 302.235.5765 |
| Hayes        | James       | 5195 W Woodmill Dr, Ste 27             | Wilmington       | DE    | 19808-4067 | 302.995.7526 |
| Amoroso      | Dylan       | 1309 Veale Road, Suite 10              | Wilmington       | DE    | 19810-4609 | 302.478.2801 |
| Verbanas     | Mark        | 625 Barksdale Rd, Ste 105              | Newark           | DE    | 19711-4535 | 302.366.1308 |
| Betz         | Jason       | 1 Righter Pkwy, Ste 250                | Wilmington       | DE    | 19803-1534 | 302.656.7773 |
| Dotterweich  | Vincent     | 1819 Main St Ste 403                   | Sarasota         | FL    | 34236-5894 | 941.893.3460 |
| Martinsen    | Gregg       | 3554 Recurve Cir                       | Sarasota         | FL    | 34240-8753 | 716.759.1415 |
| Streck       | Whitney     | 2052 W County Highway 30A, Ste 205     | Santa Rosa Beach | FL    | 32459-0196 | 518.581.7550 |
| Kudrna       | Ronald      | 25 W Cedar St Ste 207                  | Pensacola        | FL    | 32502-5975 | 850.860.2600 |
| Hoeflich     | Michael     | 5101 N 12th Ave Ste A                  | Pensacola        | FL    | 32504-8918 | 850.476.5773 |
| Williamson   | Yumei       | 5101 N 12th Ave Ste A                  | Pensacola        | FL    | 32504-8918 | 850.476.5773 |
| Jacobi       | Christopher | 5101 N 12th Ave Ste A                  | Pensacola        | FL    | 32504-8918 | 850.476.5773 |
| Heinrichs    | Thomas      | 1218 Millennium Pkwy Ste 1-3           | Brandon          | FL    | 33511-3895 | 813.777.0091 |
| Carver       | Jeremy      | 3044 Gulf Breeze Pkwy Ste C            | Gulf Breeze      | FL    | 32563-3246 | 850.390.7224 |
| Holman       | Gerald      | 2708 Alt 19, Ste 604-8                 | Palm Harbor      | FL    | 34683-2665 | 727.724.1131 |
| Ghingher     | David       | 12 N Broad St                          | Brooksville      | FL    | 34601-2921 | 352.593.5831 |
| Faucher      | William     | 2611 Keystone Rd, Ste B2               | Tarpon Springs   | FL    | 34688-7403 | 727.937.0300 |
| Peterson     | Anne        | 210 S Pinellas Ave Ste 170             | Tarpon Springs   | FL    | 34689-3656 | 727.361.0440 |
| Regina       | Ann         | 110 Myrtle Ridge Rd Ste B              | Lutz             | FL    | 33549-5647 | 727.786.2427 |
| Lewis        | Albert      | 10575 68th Ave Ste A3                  | Seminole         | FL    | 33772-6023 | 727.327.9077 |
| Rettig       | Joseph      | 2605 Enterprise Rd E Ste 300           | Clearwater       | FL    | 33759-1068 | 727.726.7565 |
| Prue         | Mark        | 6144 Abbott Station Dr, Ste 101        | Zephyrhills      | FL    | 33542-4826 | 813.788.2100 |
| Nast         | Christopher | 1619 W Gulf to Lake Hwy                | Lecanto          | FL    | 34461-7725 | 352.746.9006 |
| Berg         | Bradley     | 18167 US Highway 19 N, Suite 195       | Clearwater       | FL    | 33764-6566 | 727.535.1488 |
| Shankwitz    | Joseph      | 2189 Cleveland St Ste 205              | Clearwater       | FL    | 33765-3213 | 727.251.4372 |
| Johnson      | Ashley      | 13055 W Linebaugh Ave, Ste 101         | Tampa            | FL    | 33626-4426 | 727.216.0170 |
| Soule        | Collin      | 18514 US Highway 19 N Ste A            | Clearwater       | FL    | 33764-2764 | 727.524.3000 |
| Jones        | Geoffrey    | 122 4th Ave, Ste 102                   | Indianapolis     | FL    | 32903-3112 | 321.537.0711 |
| Schoeppler   | Brandon     | 1600 E 8th Ave, Ste A200               | Tampa            | FL    | 33605-3765 | 813.253.3171 |
| Donoghue     | James       | 595 Main St                            | Dunedin          | FL    | 34698-4998 | 727.734.0886 |
| ECKLUND      | Darcy       | 2605 Enterprise Rd E Ste 300           | Clearwater       | FL    | 33759-1068 | 727.726.7565 |
| Miller       | Jennifer    | 2500 NE Coachman Rd                    | Clearwater       | FL    | 33765-1814 | 727.786.2427 |
| Nguyen       | Vinh        | 223 Pasadena Place                     | Orlando          | FL    | 32803-3827 | 407.447.7778 |
| Johnson      | Gordon      | 601 N New York Ave Ste 211             | Winter Park      | FL    | 32789-3121 | 407.629.1122 |
| Petty        | Andrew      | 10917 Dylan Loren Cir, Ste A           | Orlando          | FL    | 32825-4445 | 407.249.4006 |
| West         | James       | 1525 International Pkwy, Ste 4021      | Heathrow         | FL    | 32746-7646 | 407.833.2300 |
| Drone        | Aaron       | 1635 E Highway 50, Executive Suite 212 | Clermont         | FL    | 34711-5034 | 321.331.1186 |
| Colbert      | Chad        | 3999 N Harbor City Blvd                | Melbourne        | FL    | 32935-5752 | 321.242.7500 |
| Marlowe      | Sean        | 10917 Dylan Loren Cir, Ste A           | Orlando          | FL    | 32825-4445 | 407.249.4006 |
| Romanac      | Thomas      | 11714 NE 62nd Ter, Ste 100             | The Villages     | FL    | 32162-8624 | 352.674.4200 |
| Shahnavaz    | Alireza     | 1525 International Pkwy, Ste 4021      | Heathrow         | FL    | 32746-7646 | 407.833.2300 |
| Lovitz       | Tracey      | 24 NW 33rd Court, Suite B              | Gainesville      | FL    | 32607-2556 | 352.375.1463 |
| Marshall     | Mark        | 719 Peachtree Rd, Ste 100              | Orlando          | FL    | 32804-6821 | 407.843.7163 |
| Herran       | Alberto     | 719 Peachtree Rd, Ste 100              | Orlando          | FL    | 32804-6821 | 407.206.7474 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last           | First       | Address                           | City                 | State | Zip Code   | Bus Phone    |
|----------------|-------------|-----------------------------------|----------------------|-------|------------|--------------|
| Mc Lean        | James       | 719 Peachtree Rd, Ste 100         | Orlando              | FL    | 32804-6821 | 407.206.7474 |
| Merenda        | Steven      | 200 E Robinson St, Ste 1200       | Orlando              | FL    | 32801-1963 | 407.849.5141 |
| Kennedy        | Kerry       | 1108 S Washington Ave             | Titusville           | FL    | 32780-4234 | 321.383.8464 |
| Lambert        | Marla       | 217 S Swoope Ave                  | Maitland             | FL    | 32751-5717 | 407.849.1123 |
| Mazo           | Richard     | 276 Brevard Avenue                | Cocoa                | FL    | 32922-7969 | 321.638.9992 |
| Bertizlian     | Bassem      | 1525 International Pkwy, Ste 4021 | Heathrow             | FL    | 32746-7646 | 407.833.2300 |
| Fraher         | Michael     | 2765 Brownwood Blvd, Ste 100      | The Villages         | FL    | 32163-2005 | 352.674.4200 |
| Guill          | Thomas      | 400 E Merritt Ave, Ste F          | Merritt Island       | FL    | 32953-3434 | 321.452.4220 |
| Guarino        | Michael     | 1108 S Washington Ave             | Titusville           | FL    | 32780-4234 | 321.383.8464 |
| Pinchal        | Tara        | 601 N New York Ave Ste 211        | Winter Park          | FL    | 32789-3121 | 407.629.1122 |
| Ronca          | Brandon     | 10917 Dylan Loren Cir, Ste A      | Orlando              | FL    | 32825-4445 | 407.249.4006 |
| Prewitt        | Kristen     | 207 E Livingston St               | Orlando              | FL    | 32801-1508 | 407.447.4601 |
| Stewart        | Bryan       | 217 S Swoope Ave                  | Maitland             | FL    | 32751-5717 | 407.849.1123 |
| D'Andrea       | Christopher | 5240 Babcock St NE, Ste 110       | Palm Bay             | FL    | 32905-4615 | 321.951.1335 |
| Harvey         | Karen       | 3520 NW 43rd St                   | Gainesville          | FL    | 32606-6104 | 502.558.2260 |
| Hosko          | Christopher | 200 E Robinson St, Ste 1200       | Orlando              | FL    | 32801-1963 | 407.849.5141 |
| Flammio-Watson | Leasha      | 6555 N Wickham Rd Ste 102         | Melbourne            | FL    | 32940-2040 | 321.622.8371 |
| Lipscomb       | Michael     | 5401 S Kirkman Rd Ste 310         | Orlando              | FL    | 32819-7937 | 407.758.4781 |
| LaFlamme       | Mark        | 120 S Woodland Blvd Ste 207       | Deland               | FL    | 32720-5445 | 386.279.4949 |
| Cebert         | Dale        | 11714 NE 62nd Ter, Ste 100        | The Villages         | FL    | 32162-8624 | 352.674.4200 |
| Vansant        | Katherine   | 2050 South Patrick Dr, Ste B      | Indian Harbour Beach | FL    | 32937-4431 | 321.243.9946 |
| Stewart        | Kimberly    | 513 N Parramore Ave               | Orlando              | FL    | 32801      | 407.425.9101 |
| Shier          | Todd        | 5240 Babcock St NE, Ste 110       | Palm Bay             | FL    | 32905-4615 | 321.951.1335 |
| Donner         | Edward      | 7125 Turner Rd Ste 101            | Rockledge            | FL    | 32955-5726 | 321.956.3447 |
| Onkst          | Regina      | 14520 Main St                     | Alachua              | FL    | 32615-8592 | 502.558.2260 |
| Melo           | John        | 6943 N Wickham Rd                 | Melbourne            | FL    | 32940-7519 | 321.610.4644 |
| Romaine        | Mary        | 220 Nocatee Village Dr, Ste A-100 | Ponte Vedra          | FL    | 32081-5211 | 904.335.6115 |
| Umansky        | Alex        | 220 Nocatee Village Dr            | Ponte Vedra          | FL    | 32081-5211 | 904.335.6115 |
| Puttick        | Lisa        | 13500 Sutton Park Dr S, Ste 701   | Jacksonville         | FL    | 32224-5290 | 904.821.0990 |
| Higginbotham   | John        | 800 Zeagler Dr Ste 100            | Palatka              | FL    | 32177-3827 | 386.328.2221 |
| Smith          | Christopher | 2225 Hwy A1A South, Suite B9      | St Augustine         | FL    | 32080-2916 | 904.471.9969 |
| Kasturi        | Saroj       | 10 Florida Park Drive N Ste D     | Palm Coast           | FL    | 32137-3667 | 386.597.2994 |
| Nash           | Jennifer    | 1382 A Timberlane Rd              | Tallahassee          | FL    | 32312-1766 | 850.668.2436 |
| Forte          | Linda       | 6817 Southpoint Pkwy, Ste 1303    | Jacksonville         | FL    | 32216-6297 | 904.332.9235 |
| Parkin         | Stephen     | 24 Cathedral PI Ste 206           | Saint Augustine      | FL    | 32084-4466 | 904.687.8730 |
| Stone          | Catherine   | 24 Cathedral PI Ste 206           | Saint Augustine      | FL    | 32084-4466 | 904.687.8730 |
| Clayton        | Charlene    | 13400 Sutton Park Dr S, Ste 1104  | Jacksonville         | FL    | 32224-0235 | 904.992.8535 |
| Fertenbaugh    | Craig       | 10365 Hood Rd S Ste 206           | Jacksonville         | FL    | 32257-3261 | 904.267.1579 |
| Goodrich       | Thomas      | 13400 Sutton Park Dr S, Ste 1203  | Jacksonville         | FL    | 32224-0235 | 904.861.0650 |
| Santiago       | Abigail     | 10 Florida Park Drive N Ste D     | Palm Coast           | FL    | 32137-3667 | 386.597.2994 |
| Castro         | Margo       | 13400 Sutton Park Dr S, Ste 1203  | Jacksonville         | FL    | 32224-0235 | 904.861.0650 |
| Winter         | Keith       | 220 Nocatee Village Dr, Ste A-100 | Ponte Vedra          | FL    | 32081-5211 | 904.335.6115 |
| Marracello     | Michael     | 220 Nocatee Village Dr            | Ponte Vedra          | FL    | 32081-5211 | 904.335.6115 |
| Thompson       | Gary        | 376 Ahern St                      | Atlantic Beach       | FL    | 32233-5248 | 904.576.0600 |
| Mullins        | Wesley      | 1435 Piedmont Dr E, Ste 211       | Tallahassee          | FL    | 32308-7938 | 850.906.0264 |
| Bergstrom      | Richard     | 1435 Piedmont Dr E, Ste 211       | Tallahassee          | FL    | 32308-7938 | 850.906.0264 |
| Ferreira       | Michael     | 220 Nocatee Village Dr            | Ponte Vedra          | FL    | 32081-5211 | 904.335.6115 |
| Pappas         | Harry       | 822 A1A N Ste 303                 | Ponte Vedra Beach    | FL    | 32082-8209 | 904.373.0084 |
| Haugen         | James       | 6817 Southpoint Pkwy, Ste 1103    | Jacksonville         | FL    | 32216-6295 | 904.402.1966 |
| Hill           | Jon         | 6817 Southpoint Pkwy Ste 1001     | Jacksonville         | FL    | 32216-6294 | 904.475.2980 |
| Flynn          | Brandon     | 6817 Southpoint Pkwy Ste 1001     | Jacksonville         | FL    | 32216-6294 | 904.475.2980 |
| Funderburke    | Paula       | 7216 US Highway 301 N Ste 109     | Ellenton             | FL    | 34222-3463 | 813.675.7000 |
| Newcomb        | Thom        | 424 22nd Ave N                    | Saint Petersburg     | FL    | 33704-4346 | 727.767.9166 |
| LaRocco        | Kari        | 1001 S MacDill Ave Ste 600        | Tampa                | FL    | 33629-5250 | 813.603.8400 |
| Rowe           | Joseph      | 7216 US Highway 301 N Ste 109     | Ellenton             | FL    | 34222-3463 | 813.675.7000 |
| Becatti        | Lance       | 4207 W Bay to Bay Blvd            | Tampa                | FL    | 33629-6605 | 813.258.0777 |
| Coloton        | Susan       | 210 S Pinellas Ave Ste 225        | Tarpon Springs       | FL    | 34689-3672 | 727.487.5440 |
| Silva          | Lauren      | 1001 S Macdill Ave, Ste 700       | Tampa                | FL    | 33629-5250 | 813.556.6996 |
| Ewing          | Elijah      | 7432 Monika Manor Dr              | Tampa                | FL    | 33625-5826 | 813.448.7080 |
| Burbano        | Cheryl      | 28943 State Rte 54                | Wesley Chapel        | FL    | 33543-3218 | 813.994.1190 |
| Tiner          | Karen       | 135 N 6th St, Ste A               | Haines City          | FL    | 33844-4265 | 863.438.7943 |
| Osgood         | Jennifer    | 1103 W Cleveland St               | Tampa                | FL    | 33606-1914 | 813.870.0892 |
| Oldano         | Ronald      | 27440 Cashford Cir, Ste 101       | Wesley Chapel        | FL    | 33544-6941 | 813.428.5900 |
| Schneider      | Raoul       | 7432 Monika Manor Dr              | Tampa                | FL    | 33625-5826 | 813.448.7080 |
| Carboni        | Michael     | 2623 McCormick Dr, Ste 103        | Clearwater           | FL    | 33759-1046 | 727.642.2019 |
| Scott          | Doreen      | 4807 US Hwy 19, Ste 206           | New Port Richey      | FL    | 34652-4260 | 727.484.3237 |
| Stoner         | Richard     | 424 22nd Ave N                    | Saint Petersburg     | FL    | 33704-4346 | 727.767.9166 |
| Whitmore       | Andrew      | 7432 Monika Manor Dr              | Tampa                | FL    | 33625-5826 | 813.448.7080 |

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|-------------------|-----------|--------------------------------------|--------------------|-------|------------|--------------|
| Linkner           | Gregory   | 2623 McCormick Dr, Ste 103           | Clearwater         | FL    | 33759-1046 | 727.642.2019 |
| Saunders          | Heather   | 209 S Howard Ave                     | Tampa              | FL    | 33606-1726 | 813.805.0900 |
| White             | Robert    | 1206 Millennium Pkwy Ste 2001        | Brandon            | FL    | 33511-3895 | 813.661.6077 |
| Wingfield         | Jamie     | 3903 Northdale Blvd Ste 100E         | Tampa              | FL    | 33624-1862 | 813.755.1807 |
| Powell            | Cedric    | 603 E Jackson St                     | Tampa              | FL    | 33602-4906 | 813.245.2227 |
| Nardella          | Jason     | 9015 Strada Stell Ct, Ste 103        | Naples             | FL    | 34109-4373 | 239.325.1041 |
| Frash             | James     | 8821 Business Park Dr, Unit 404      | Fort Myers         | FL    | 33912-2509 | 239.288.7186 |
| Butcher           | James     | 9990 Coconut Rd Unit 222             | Estero             | FL    | 34135-8488 | 239.482.5770 |
| Tapia             | Oscar     | 223 Taylor St, Ste 1126              | Punta Gorda        | FL    | 33950-4427 | 941.637.9700 |
| Grotlisch         | George    | 625 5th Ave S Ste 202                | Naples             | FL    | 34102-6631 | 239.300.4984 |
| Reynolds          | John      | 2831 Ringling Blvd, Ste F-219        | Sarasota           | FL    | 34237-5356 | 941.365.1010 |
| Demarais          | Scott     | 8270 College Pkwy Ste 101            | Fort Myers         | FL    | 33919-5106 | 239.437.9300 |
| Leopizzi          | Anthony   | 12330 Tamiami Trl E, Ste 101-A       | Naples             | FL    | 34113-7931 | 914.997.7526 |
| Hornung           | Timothy   | 6710 Professional Pkwy, Ste 320      | Lakewood Ranch     | FL    | 34240-5808 | 941.216.3737 |
| Hoffmeister       | Jay       | 410 43rd St W Ste I                  | Bradenton          | FL    | 34209-2901 | 941.758.5910 |
| Verma             | Ajay      | 12620 World Plaza Ln, Ste 3 Bldg 60  | Fort Myers         | FL    | 33907-3996 | 239.931.3243 |
| Planes            | Frank     | 6151 Lake Osprey Dr Ste 329          | Sarasota           | FL    | 34240-8419 | 941.216.0679 |
| Conti             | Scott     | 6151 Lake Osprey Dr, Ste 343         | Sarasota           | FL    | 34240-8419 | 941.373.1598 |
| Zarlenga          | Joseph    | 6710 Professional Pkwy, Ste 320      | Lakewood Ranch     | FL    | 34240-5808 | 941.216.3737 |
| Solis             | Roger     | 12620 World Plaza Ln, Ste 3 Bldg 60  | Fort Myers         | FL    | 33907-3996 | 239.931.3242 |
| Kreuziger         | Michael   | 10 1st Ave                           | Englewood          | FL    | 34223-3659 | 941.475.7561 |
| La Bree           | Joseph    | 410 43rd St W Ste I                  | Bradenton          | FL    | 34209-2901 | 941.758.5910 |
| Rehbein           | Laura     | 13920 N Dale Mabry Hwy               | Tampa              | FL    | 33618-2416 | 813.319.0011 |
| Ceritelli         | Robert    | 18245 Paulson Dr Ste 114 & 115       | Port Charlotte     | FL    | 33954-1019 | 941.629.8110 |
| Stahl             | Michele   | 12621 Trade Way Dr Unit 7            | Bonita Springs     | FL    | 34135-7319 | 239.304.9345 |
| Thompson          | David     | 7317 Merchant Ct, Ste B              | Lakewood Ranch     | FL    | 34240-8464 | 941.217.2294 |
| Edwards           | Graham    | 7317 Merchant Ct, Ste B              | Lakewood Ranch     | FL    | 34240-8464 | 941.217.2294 |
| Butler            | Kathleen  | 164 Pondella Rd                      | North Fort Myers   | FL    | 33903-3846 | 239.656.1617 |
| Ardolino          | Peter     | 2804 Del Prado Blvd S, Ste 103       | Cape Coral         | FL    | 33904-7227 | 239.549.1880 |
| Nicolosi          | John      | 14311 Metropolis Ave Ste 205         | Fort Myers         | FL    | 33912-4442 | 239.768.7007 |
| Whaley            | David     | 1111 3rd Ave W Ste 260               | Bradenton          | FL    | 34205-7834 | 941.462.4435 |
| Tabachnick        | Amanda    | 11065 Gatewood Dr, Unit C-103        | Bradenton          | FL    | 34211-4944 | 941.748.6500 |
| Sanders           | Scott     | 14311 Metropolis Ave Ste 205         | Fort Myers         | FL    | 33912-4442 | 239.768.7007 |
| Misenheimer Pelot | Sandy     | 6817 Southpoint Pkwy, Ste 1103       | Jacksonville       | FL    | 32216-6220 | 904.421.0697 |
| Cagnassola        | Mark      | 4651 Salisbury Rd Ste 275            | Jacksonville       | FL    | 32256-6190 | 904.551.0526 |
| Huntley           | Thomas    | 10161 Centurion Pkwy N Ste 105       | Jacksonville       | FL    | 32256-0523 | 904.801.1670 |
| Ellisor           | James     | 6817 Southpoint Pkwy, Ste 1103       | Jacksonville       | FL    | 32216-6220 | 904.421.0697 |
| Fox               | David     | 6817 Southpoint Pkwy, Ste 1103       | Jacksonville       | FL    | 32216-6220 | 904.421.0697 |
| Trainor           | Joseph    | 4651 Salisbury Rd Ste 275            | Jacksonville       | FL    | 32256-6190 | 904.551.0526 |
| McKanna           | Kevin     | 6817 Southpoint Pkwy, Ste 1102       | Jacksonville       | FL    | 32216-6295 | 904.421.7524 |
| Smith             | Bonnie    | 6817 Southpoint Pkwy, Ste 1103       | Jacksonville       | FL    | 32216-6220 | 904.421.0697 |
| Kalb              | Charles   | 6817 Southpoint Pkwy, Ste 1103       | Jacksonville       | FL    | 32216-6220 | 904.421.0697 |
| Ade               | William   | 6817 Southpoint Pkwy, Ste 1103       | Jacksonville       | FL    | 32216-6220 | 904.421.0697 |
| Haag              | Mark      | 1880 N Congress Ave Ste 206          | Boynton Beach      | FL    | 33426-8674 | 561.364.8285 |
| O'Connor          | Robert    | 1880 N Congress Ave Ste 206          | Boynton Beach      | FL    | 33426-8674 | 561.364.8285 |
| Esiobu            | Chikezie  | 4800 N Federal Hwy Ste D200          | Boca Raton         | FL    | 33431-3413 | 561.372.0345 |
| Kass              | Irina     | 4800 N Federal Hwy Ste D200          | Boca Raton         | FL    | 33431-3413 | 561.372.0345 |
| Galaini           | Mark      | 3900 Woodlake Blvd, Ste 214          | Lake Worth         | FL    | 33463-3010 | 561.969.9700 |
| Woolley           | Randall   | 241 NE 4th St Ste B                  | Delray Beach       | FL    | 33444-3805 | 844.978.8850 |
| D'Augelli         | Richard   | 101 N Federal Hwy, Ste 700           | Boca Raton         | FL    | 33432-3969 | 561.997.2223 |
| Stewart           | C         | 4440 PGA Blvd, Ste 600               | Palm Beach Gardens | FL    | 33410-6542 | 561.627.4150 |
| Darress           | Amanda    | 1054 20th Pl                         | Vero Beach         | FL    | 32960-5360 | 561.770.3700 |
| Piotrowski        | Thais     | 1875 NW Corporate Blvd, Ste 210      | Boca Raton         | FL    | 33431-8550 | 561.952.0664 |
| Miller            | Scott     | 4800 N Federal Hwy Ste D200          | Boca Raton         | FL    | 33431-3413 | 561.372.0345 |
| Terzakis          | John      | 308 Tequesta Dr, Ste 6A              | Tequesta           | FL    | 33469-3092 | 561.744.0302 |
| Ledbetter         | Jefferson | 2700 N Military Trl Ste 390, Ste 401 | Boca Raton         | FL    | 33431-6394 | 561.515.2971 |
| Chernow           | Bret      | 2101 NW Corporate Blvd, Ste 208      | Boca Raton         | FL    | 33431-7343 | 561.953.9370 |
| Shalek            | Gordon    | 4800 N Federal Hwy Ste D200          | Boca Raton         | FL    | 33431-3413 | 561.372.0345 |
| Schneider         | Kathy     | 2255 Glades Rd Ste 324A, Ste 920     | Boca Raton         | FL    | 33431-8571 | 952.921.2161 |
| Bernstein         | Richard   | 4800 N Federal Hwy Ste D200          | Boca Raton         | FL    | 33431-3413 | 561.372.0345 |
| Boyle             | Kelly     | 980 N Federal Hwy Ste 442            | Boca Raton         | FL    | 33432-2712 | 561.756.8643 |
| Adelson           | Steven    | 2700 N Military Trl Ste 390          | Boca Raton         | FL    | 33431-6394 | 561.515.2971 |
| Torres            | Francisco | 980 N Federal Hwy Ste 442            | Boca Raton         | FL    | 33432-2712 | 561.756.8643 |
| Menniti           | Vincent   | 9825 Marina Blvd Ste 100             | Boca Raton         | FL    | 33428-6628 | 561.843.2406 |
| Colella           | Guy       | 2700 N Military Trl Ste 390          | Boca Raton         | FL    | 33431-6394 | 561.515.2971 |
| Greenwald         | Jeffrey   | 4800 N Federal Hwy Ste D200          | Boca Raton         | FL    | 33431-3413 | 561.372.0345 |
| Regalado          | Guy       | 2700 N Military Trl Ste 390          | Boca Raton         | FL    | 33431-6394 | 561.515.2971 |
| Enriquez          | William   | 712 US Highway 1 Ste 301-24          | North Palm Beach   | FL    | 33408-4521 | 561.932.1130 |

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| Sarkin        | Jeffrey     | 2700 N Military Trl Ste 390                 | Boca Raton        | FL    | 33431-6394 | 561.515.2971 |
| Williams      | Michael     | 1054 20th Pl                                | Vero Beach        | FL    | 32960-5360 | 561.770.3700 |
| Osterberger   | Kevin       | 2700 N Military Trl Ste 390                 | Boca Raton        | FL    | 33431-6394 | 561.515.2971 |
| Cassandra     | John        | 7570 S Federal Hwy Ste 5                    | Hypoluxo          | FL    | 33462-6060 | 561.369.8400 |
| Brosius       | Barry       | 15715 S Dixie Hwy, Ste 413                  | Miami             | FL    | 33157-1884 | 305.670.5171 |
| Philippeaux   | James       | 15715 S Dixie Hwy, Ste 413                  | Miami             | FL    | 33157-1884 | 305.670.5171 |
| Oprandi       | Roger       | 9350 S Dixie Hwy, Ste 1410                  | Miami             | FL    | 33156-2944 | 786.264.4955 |
| Quinones      | Javier      | 7700 N Kendall Dr Ste 300-J                 | Miami             | FL    | 33156-7559 | 786.681.0888 |
| Diaz          | Summer      | 8390 SW 72nd Ave, Ste 142B                  | Miami             | FL    | 33143-7664 | 305.800.7526 |
| Horvath       | Miguel      | 9130 S Dadeland Blvd, Ste 1903              | Miami             | FL    | 33156-7826 | 305.670.7425 |
| Clark         | Carroll     | 15715 S Dixie Hwy, Ste 413                  | Miami             | FL    | 33157-1884 | 305.670.5171 |
| William       | Caeli       | 9150 S Dadeland Blvd Ste 1010               | Miami             | FL    | 33156-7843 | 305.670.5575 |
| Smith         | Todd        | 3326 Mary St, Ste 200                       | Coconut Grove     | FL    | 33133-1900 | 786.220.2963 |
| Hernando      | Francisco   | 9130 S Dadeland Blvd, Ste 1903              | Miami             | FL    | 33156-7826 | 305.670.7425 |
| Marandino     | Mark        | 9150 S Dadeland Blvd Ste 1010               | Miami             | FL    | 33156-7843 | 305.670.5575 |
| Lotker        | Riette      | 15715 S Dixie Hwy, Ste 229                  | Palmetto Bay      | FL    | 33157-1877 | 786.429.1180 |
| Planck        | Gregory     | 300 Sevilla Ave, Ste 208                    | Coral Gables      | FL    | 33134-6623 | 305.670.5575 |
| Blum          | Jeffrey     | 9350 S Dixie Hwy, Ste 1410                  | Miami             | FL    | 33156-2944 | 786.264.4955 |
| Taylor        | Steven      | 4927 Southfork Dr                           | Lakeland          | FL    | 33813-2043 | 863.688.6863 |
| Petersen      | Steven      | 4927 Southfork Dr                           | Lakeland          | FL    | 33813-2043 | 863.688.6863 |
| McWilliams    | Kevin       | 4927 Southfork Dr                           | Lakeland          | FL    | 33813-2043 | 863.688.6863 |
| Mc Connell    | Barry       | 2170 W State Rd 434, Ste 214                | Longwood          | FL    | 32779-4977 | 407.862.6466 |
| Bevilacqua    | Albert      | 433 Plaza Real Ste 275                      | Boca Raton        | FL    | 33432-3999 | 561.327.4535 |
| Penland       | William     | 1290 Weston Rd Ste 200                      | Weston            | FL    | 33326-1909 | 954.384.5401 |
| Wacks         | Edward      | 111 N Pine Island Rd, Ste 201-B             | Plantation        | FL    | 33324-1836 | 954.382.5200 |
| Francis       | Carlton     | 111 N Pine Island Rd, Ste 201-B             | Plantation        | FL    | 33324-1836 | 954.382.5200 |
| Tao           | John        | 111 N Pine Island Rd, Ste 201-B             | Plantation        | FL    | 33324-1836 | 954.382.5200 |
| Morris        | Robert      | 1846 Down Lake Dr                           | Windermere        | FL    | 34786-7905 | 866.498.3529 |
| Capuzziello   | Paul        | 1515 S Federal Hwy, Ste 205                 | Boca Raton        | FL    | 33432-7450 | 561.617.7341 |
| Harbour       | Thomas      | 10050 NW 1st Ct                             | Plantation        | FL    | 33324-7005 | 954.236.9403 |
| Martone-Cecil | Renee       | 7321 Merchant Ct Ste A                      | Sarasota          | FL    | 34240-8466 | 941.907.0708 |
| Taylor        | Michael     | 8201 Peters Rd, Ste 1000                    | Plantation        | FL    | 33324-3266 | 954.916.2696 |
| Miller        | Michael     | 2233-C E Ft King St                         | Ocala             | FL    | 34471-2563 | 352.629.7417 |
| Coke          | Camille     | 3350 SW 148th Ave Ste 110                   | Miramar           | FL    | 33027-3237 | 954.874.1648 |
| Becker        | Brendt      | 301 SW Albany Ave                           | Stuart            | FL    | 34994-2031 | 772.286.4841 |
| Santiago      | Conrad      | 2709 W Fairbanks Ave, Ste 100               | Winter Park       | FL    | 32789-3300 | 407.206.7477 |
| Bose          | Gautam      | 433 Plaza Real Ste 275, Room 24 & 25        | Boca Raton        | FL    | 33432      | 240.720.0084 |
| Higginson     | Bruce       | 2 Camino Del Mar Ste 17, Bldg 2             | Palm Coast        | FL    | 32137-2260 | 917.903.7914 |
| Molnar        | Rudolf      | 5701 Main St                                | New Port Richey   | FL    | 34652-2635 | 727.815.0300 |
| Werner        | Timothy     | 1004 Collier Center Way, Ste 203            | Naples            | FL    | 34110-8469 | 952.921.4960 |
| Kaul          | Vivek       | 1004 Collier Center Way, Ste 203            | Naples            | FL    | 34110-8469 | 952.921.4960 |
| Ledbetter     | James       | 209 Tabor St                                | Punta Gorda       | FL    | 33950-4036 | 941.575.7202 |
| Dancek        | Edward      | 209 Tabor St                                | Punta Gorda       | FL    | 33950-4036 | 941.575.7202 |
| Farnham       | Michael     | 96-A Lakeshore Dr                           | St Marys          | GA    | 31558-3858 | 912.882.2295 |
| Levy          | Peter       | 345 Creekstone Ridge                        | Woodstock         | GA    | 30188-3745 | 770.591.7700 |
| Tabak         | Mark        | 3325 Paddocks Pkwy, Ste 110                 | Suwanee           | GA    | 30024-6060 | 404.786.1969 |
| Croft         | Audrey      | 1275 Shiloh Rd NW Ste 2321                  | Kennesaw          | GA    | 30144-7183 | 678.306.4009 |
| Doss          | Jamie       | 1 S Broad St SW                             | Rome              | GA    | 30161-4424 | 706.295.4008 |
| Dinkins       | Evelyn      | 1275 Shiloh Rd NW, Ste 2320                 | Kennesaw          | GA    | 30144-7183 | 678.306.4007 |
| Sodipo        | Anthony     | 1275 Shiloh Rd NW Ste 2321                  | Kennesaw          | GA    | 30144-7183 | 678.306.4009 |
| Mc Kelvy      | Ronald      | 1573 N Three Notch Rd                       | Ringgold          | GA    | 30736-8067 | 706.965.7790 |
| Walter        | Lawrence    | 305 Point North Pl, Ste 1                   | Dalton            | GA    | 30720-2647 | 706.278.5662 |
| Hosier        | Stephanie   | 418 Pirkle Ferry Rd, Unit 113               | Cumming           | GA    | 30040-2529 | 678.947.1248 |
| Sanders       | David       | 3475 Lenox Rd NE, Ste 600                   | Atlanta           | GA    | 30326-3219 | 404.995.8670 |
| Puckett       | Patti       | 3133 Golf Ridge Blvd, Ste 201               | Douglasville      | GA    | 30135-1994 | 678.391.0324 |
| Frutiger      | Kevin       | 1551 Jennings Mill Rd, Ste 1000-B           | Watkinsville      | GA    | 30677-7257 | 706.546.1114 |
| Reynolds      | Christopher | 3790 Holcomb Bridge Rd, Ste 202             | Peachtree Corners | GA    | 30092-4854 | 770.248.2888 |
| Cook          | Leslie      | 2300 Henderson Mill Rd NE, Ste 130          | Atlanta           | GA    | 30345-2704 | 770.496.8965 |
| O'Brien       | Kevin       | 350 Town Center Ave, Ste 300                | Suwanee           | GA    | 30024-6914 | 678.714.2036 |
| Pacely        | Simone      | 2300 Henderson Mill Rd NE, Ste 130          | Atlanta           | GA    | 30345-2704 | 770.496.8965 |
| Turnbull      | David       | 4210 Columbia Rd, Ste 1B                    | Martinez          | GA    | 30907-0436 | 706.868.8020 |
| Bonin         | Brandt      | 601 N Belair Sq, Ste 29                     | Evans             | GA    | 30809-4325 | 706.312.2000 |
| Saunders      | Richard     | 3475 Lenox Rd NE, Ste 600                   | Atlanta           | GA    | 30326-3219 | 404.995.8670 |
| Goforth       | James       | 530 W Thomas St, Ste B1                     | Milledgeville     | GA    | 31061-2744 | 478.452.4101 |
| Chamblin      | Andrew      | 4500 Hugh Howell Rd, Ste 735                | Tucker            | GA    | 30084-4738 | 404.501.9142 |
| Hill          | Shannon     | 3525 Piedmont Rd NE Bldg 5-110              | Atlanta           | GA    | 30305-1594 | 770.431.5130 |
| Levine        | Richard     | 3725 Lawrenceville-Suwanee Rd, Ste A-7      | Suwanee           | GA    | 30024-2320 | 770.904.2082 |
| Ganson        | Adrian      | 3655 Brookside Pkwy, Ste 240 - Brookside II | Alpharetta        | GA    | 30022-1429 | 470.545.6833 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last              | First    | Address                                       | City          | State | Zip Code   | Bus Phone    |
|-------------------|----------|---|---------------|-------|------------|--------------|
| Grubbs            | William  | 8300 Dunwoody Place, Suite 120                | Atlanta       | GA    | 30350-3303 | 770.645.2977 |
| Morgan            | Diskin   | 206 Madison Ave N                             | Douglas       | GA    | 31533-4610 | 912.384.3621 |
| Washburn          | Ronald   | 422 E State St Apt A, PO Box 8515             | Savannah      | GA    | 31401-3459 | 912.341.0810 |
| Duff              | David    | 601 N Belair Sq, Ste 29                       | Evans         | GA    | 30809-4325 | 706.312.2000 |
| Shpigel           | Assaf    | One Glenlake Pkwy Ste 650                     | Atlanta       | GA    | 30328-3590 | 404.913.9133 |
| Burrus            | Louie    | 3 Bradley Park Court, Ste E                   | Columbus      | GA    | 31904-9222 | 706.568.1119 |
| Harr              | Gary     | 612 Ridgewood Terrace                         | Gainesville   | GA    | 30501-3048 | 770.538.0056 |
| Cohen             | Marc     | 3655 Brookside Pkwy, Ste 240 - Brookside II   | Alpharetta    | GA    | 30022-1429 | 470.545.6833 |
| Mackall           | Scott    | 3655 Brookside Pkwy, Ste 240 - Brookside II   | Alpharetta    | GA    | 30022-1429 | 470.545.6833 |
| Cook              | Glenn    | 1191 Barnett Ridge                            | Athens        | GA    | 30605-5342 | 706.546.8567 |
| London            | Matthew  | 125 Plantation Ctr Dr S, Building 300 Suite A | Macon         | GA    | 31210-2079 | 478.471.6764 |
| Miller            | Albert   | 2918 Professional Pkwy, Suite 107             | Augusta       | GA    | 30907-3593 | 706.868.4068 |
| Rogers            | William  | 601 N Belair Sq, Ste 29                       | Evans         | GA    | 30809-4325 | 706.312.2000 |
| Watkins           | Robert   | 1551 Jennings Mill Rd, Ste 1000-B             | Watkinsville  | GA    | 30677-7257 | 706.546.1114 |
| Perkins           | Shannon  | 11097 Houze Rd Ste 150                        | Roswell       | GA    | 30076-5651 | 770.645.1996 |
| Duren             | Robbin   | 1202 Bombay Ln                                | Roswell       | GA    | 30076-5822 | 770.642.8504 |
| Mc Cullough       | Matthew  | 206 Madison Ave N                             | Douglas       | GA    | 31533-4610 | 912.384.3621 |
| Sandstrom         | David    | 1202 Bombay Ln                                | Roswell       | GA    | 30076-5822 | 770.642.8504 |
| Kurelic           | Joseph   | 5855 Sandy Springs Cir NE, Ste 100            | Sandy Springs | GA    | 30328-6275 | 404.459.9161 |
| Shin              | Anthony  | One Glenlake Pkwy Ste 650                     | Atlanta       | GA    | 30328-3590 | 404.913.9133 |
| Krohne            | Joshua   | 3475 Lenox Rd NE, Ste 600                     | Atlanta       | GA    | 30326-3219 | 404.995.8670 |
| Gustafson         | Robert   | 220 Heritage Walk, Ste 206                    | Woodstock     | GA    | 30188-6459 | 678.431.5125 |
| Meisner           | Chad     | 367 Atlanta St SE                             | Marietta      | GA    | 30060-2258 | 770.431.5120 |
| Jones             | Ronald   | 5855 Sandy Springs Cir NE, Ste 100            | Sandy Springs | GA    | 30328-6275 | 404.459.9161 |
| Murphy            | Sherry   | 350 Town Center Ave, Ste 300                  | Suwanee       | GA    | 30024-6914 | 678.714.2036 |
| Dave              | Manish   | 3480 Preston Ridge Rd Ste 315                 | Alpharetta    | GA    | 30005-2028 | 678.395.3622 |
| Wilder            | Andreas  | 367 Atlanta St SE                             | Marietta      | GA    | 30060-2258 | 770.431.5120 |
| Streeter          | Justin   | 1150 Sanctuary Pkwy, Ste 410                  | Alpharetta    | GA    | 30009-8501 | 770.609.6324 |
| Sulhoff           | Roger    | 329 Oak St Ste 202                            | Gainesville   | GA    | 30501-3591 | 770.297.9000 |
| Pettaway          | Kelvin   | 3480 Preston Ridge Rd Ste 315                 | Alpharetta    | GA    | 30005-2028 | 678.395.3622 |
| Munro             | Bursell  | 6285 Barfield Rd, Ste 250                     | Atlanta       | GA    | 30328-4321 | 770.352.9650 |
| Roberts           | Douglas  | 2300 Windy Ridge Pkwy SE, Ste R-65            | Atlanta       | GA    | 30339-5665 | 770.575.9385 |
| Carroll           | Sean     | 6285 Barfield Rd, Ste 250                     | Atlanta       | GA    | 30328-4321 | 770.352.9650 |
| Welborn           | Marcus   | 825 Juniper St NE                             | Atlanta       | GA    | 30308-1311 | 404.591.2450 |
| Banks             | Burton   | 825 Juniper St NE                             | Atlanta       | GA    | 30308-1311 | 404.591.2450 |
| Haddadin          | Manka    | 3490 Piedmont Rd NE Ste 1005                  | Atlanta       | GA    | 30305-4809 | 404.995.8671 |
| Rivera            | Derrick  | 825 Juniper St NE                             | Atlanta       | GA    | 30308-1311 | 404.591.2450 |
| Camacho           | Felix    | 825 Juniper St NE                             | Atlanta       | GA    | 30308-1311 | 404.591.2450 |
| Delmonte          | Mark     | 825 Juniper St NE                             | Atlanta       | GA    | 30308-1311 | 404.591.2450 |
| Graff             | Margaret | 999 Peachtree St NE, Ste 2820                 | Atlanta       | GA    | 30309-4413 | 855.999.2820 |
| Perez             | Michael  | 3490 Piedmont Rd NE Ste 1005                  | Atlanta       | GA    | 30305-4809 | 404.995.8671 |
| Hoyett            | Jamila   | 825 Juniper St NE                             | Atlanta       | GA    | 30308-1311 | 404.591.2450 |
| Schneiderman      | Richard  | 3325 Paddocks Pkwy, Ste 110                   | Suwanee       | GA    | 30024-6060 | 678.456.6210 |
| Aufleger          | Tracy    | 3325 Paddocks Pkwy, Ste 110                   | Suwanee       | GA    | 30024-6060 | 678.456.6210 |
| Ramirez           | Susan    | 7840 Roswell Rd, Ste 405                      | Atlanta       | GA    | 30350-6877 | 678.334.2440 |
| Du-Forstner       | Jennifer | 1585 Kapiolani Blvd, Ste 1616                 | Honolulu      | HI    | 96814-4524 | 808.380.8638 |
| Schmidt           | Valerie  | 1585 Kapiolani Blvd, Ste 1616                 | Honolulu      | HI    | 96814-4524 | 808.380.8638 |
| Higashihara       | Eric     | 1001 Bishop St Ste 788                        | Honolulu      | HI    | 96813-3490 | 808.792.5945 |
| Dorman            | Clark    | 1585 Kapiolani Blvd, Ste 1235                 | Honolulu      | HI    | 96814-4532 | 808.543.3840 |
| Quindica Rafferty | Gaylien  | 1585 Kapiolani Blvd Ste 1730, Ste 1620        | Honolulu      | HI    | 96814-4522 | 808.369.7559 |
| Onaga             | Neal     | 55 Merchant St Ste 2020                       | Honolulu      | HI    | 96813-4329 | 808.792.5977 |
| Mark              | Barry    | 101 Aupuni St, Ste 111                        | Hilo          | HI    | 96720-4260 | 808.933.9606 |
| Mark              | Thomas   | 711 Kapiolani Blvd Ste 1440                   | Honolulu      | HI    | 96813-5238 | 808.792.5900 |
| Tanaka            | Arnold   | 1585 Kapiolani Blvd, Ste 1620                 | Honolulu      | HI    | 96814-4529 | 808.952.9700 |
| Isoda             | Kevin    | 1585 Kapiolani Blvd, Ste 1620                 | Honolulu      | HI    | 96814-4529 | 808.952.9700 |
| Ito               | John     | 725 Kapiolani Blvd Ste C211                   | Honolulu      | HI    | 96813-6014 | 808.739.7616 |
| Tanimura          | Charles  | 725 Kapiolani Blvd Ste C211                   | Honolulu      | HI    | 96813-6014 | 808.739.7616 |
| Watanabe          | Joanne   | 1585 Kapiolani Blvd, Ste 1620                 | Honolulu      | HI    | 96814-4529 | 808.952.9700 |
| Suzuki            | Reid     | 1585 Kapiolani Blvd, Ste 1620                 | Honolulu      | HI    | 96814-4529 | 808.952.9700 |
| Ihori             | Aaron    | 1585 Kapiolani Blvd Ste 1730, Ste 1620        | Honolulu      | HI    | 96814-4522 | 808.369.7559 |
| Hayakawa          | Eriko    | 1585 Kapiolani Blvd, Ste 1600                 | Honolulu      | HI    | 96814-4523 | 808.441.4000 |
| Shimokawa         | Ross     | 555 South St Suite 107                        | Honolulu      | HI    | 96813-5037 | 808.380.8627 |
| Livingston        | David    | 1585 Kapiolani Blvd, Ste 1600                 | Honolulu      | HI    | 96814-4523 | 808.441.4000 |
| Gronwald          | Joseph   | 500 Ala Moana Blvd Suite 7-525, Mailbox 129   | Honolulu      | HI    | 96813-4925 | 808.784.3500 |
| Pagay             | Rhodora  | 1585 Kapiolani Blvd, Ste 1600                 | Honolulu      | HI    | 96814-4523 | 808.441.4000 |
| Bruggemann        | Michael  | 700 Bishop St Ste 1703                        | Honolulu      | HI    | 96813-4118 | 808.792.5935 |
| Inouye            | Ryan     | 1585 Kapiolani Blvd, Ste 1235                 | Honolulu      | HI    | 96814-4532 | 808.543.3840 |
| Hirokane          | Matthew  | 1585 Kapiolani Blvd, Ste 1235                 | Honolulu      | HI    | 96814-4532 | 808.543.3840 |

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| Last        | First     | Address                          | City            | State | Zip Code   | Bus Phone    |
|-------------|-----------|----------------------------------|-----------------|-------|------------|--------------|
| Paxton      | Corrinna  | 1325 S Kihei Rd Ste 202          | Kihei           | HI    | 96753-8145 | 808.633.4040 |
| Hite        | Sean      | 95-390 Kuahelani Ave Suite 2F    | Mililani        | HI    | 96789      | 808.583.7366 |
| Spitz       | Andrew    | 65-1279 Kawaihae Rd, Ste 207     | Kamuela         | HI    | 96743-8444 | 808.238.5400 |
| Victorino   | Vaughn    | 555 South St Ste 106             | Honolulu        | HI    | 96813      | 808.949.4480 |
| Aloiau      | Alan      | 1600 Kapiolani Blvd Ste 1323     | Honolulu        | HI    | 96814-3803 | 808.952.1230 |
| Robertson   | Daniel    | 1585 Kapiolani Blvd Ste 1100     | Honolulu        | HI    | 96814-4527 | 808.952.1222 |
| Adams       | Chad      | 900 Fort Street Mall Ste 1710    | Honolulu        | HI    | 96813-3794 | 808.543.3838 |
| Murray      | Stacia    | 745 Fort Street Ste 1400         | Honolulu        | HI    | 96813-3877 | 808.952.1221 |
| Murakami    | George    | 745 Fort Street Ste 1400         | Honolulu        | HI    | 96813-3877 | 808.952.1221 |
| Kaneta      | Wayne     | 1585 Kapiolani Blvd Ste 1100     | Honolulu        | HI    | 96814-4527 | 808.952.1222 |
| Smiley      | Sandra    | 1585 Kapiolani Blvd Ste 1100     | Honolulu        | HI    | 96814-4527 | 808.952.1222 |
| Yee         | Michael   | 1585 Kapiolani Blvd Ste 1100     | Honolulu        | HI    | 96814-4527 | 808.952.1222 |
| Gum         | Steven    | 1585 Kapiolani Blvd Ste 1100     | Honolulu        | HI    | 96814-4527 | 808.952.1222 |
| Koike       | Lincoln   | 745 Fort Street Ste 1400         | Honolulu        | HI    | 96813-3877 | 808.952.1221 |
| Hamada      | Gail      | 745 Fort Street Ste 1400         | Honolulu        | HI    | 96813-3877 | 808.952.1221 |
| Kondo       | Ken       | 98-1247 Kaahumanu St Ste 101     | Aiea            | HI    | 96701-5310 | 808.992.1216 |
| Iha         | Brian     | 745 Fort Street Ste 1400         | Honolulu        | HI    | 96813-3877 | 808.952.1221 |
| Fujimoto    | Eric      | 555 South St Ste 106             | Honolulu        | HI    | 96813      | 808.949.4480 |
| Ikehara     | Shirley   | 1585 Kapiolani Blvd Ste 1100     | Honolulu        | HI    | 96814-4527 | 808.952.1222 |
| Garcia      | Alika     | 555 South St Ste 106             | Honolulu        | HI    | 96813      | 808.949.4480 |
| Shishido    | Lisa      | 555 South St Ste 106             | Honolulu        | HI    | 96813      | 808.949.4480 |
| Freire      | Enock     | 75-170 Hualalai Rd, Ste D119     | Kailua-Kona     | HI    | 96740-1737 | 866.952.1222 |
| Tepper      | Cassidy   | 900 Fort Street Mall Ste 1710    | Honolulu        | HI    | 96813-3794 | 808.543.3838 |
| Kim         | Chrissy   | 745 Fort Street Ste 1400         | Honolulu        | HI    | 96813-3877 | 808.952.1221 |
| Pavelka     | John      | 4840 Utica Ridge Rd              | Davenport       | IA    | 52807-3056 | 877.743.4040 |
| Dombroski   | Michael   | 4101 Glass Rd NE                 | Cedar Rapids    | IA    | 52402-2512 | 319.206.9250 |
| Abodeely    | Edmund    | 4101 Glass Rd NE                 | Cedar Rapids    | IA    | 52402-2512 | 319.206.9250 |
| Rott        | Michael   | 99 N Center Point Rd             | Hiawatha        | IA    | 52233-1401 | 319.200.2523 |
| Sarsfield   | Chadwic   | 4101 Glass Rd NE                 | Cedar Rapids    | IA    | 52402-2512 | 319.206.9250 |
| Denning     | Joshua    | 701 Avenue G                     | Fort Madison    | IA    | 52627-2915 | 319.372.8923 |
| Toporowski  | Kerry     | 321 17th St Ste A                | Bettendorf      | IA    | 52722-4907 | 563.214.1857 |
| Bailey      | Justin    | 717 N 18th St, PO Box 925        | Centerville     | IA    | 52544-1164 | 641.856.3131 |
| Mack        | Bernard   | 5405 Utica Ridge Road, Suite 110 | Davenport       | IA    | 52807-2938 | 563.344.6070 |
| Blessing    | Michael   | 5001 Utica Ridge Rd              | Davenport       | IA    | 52807-3060 | 563.344.9535 |
| Raskie      | Alan      | 120 E 3rd St                     | Muscatine       | IA    | 52761-3806 | 319.262.4040 |
| Boettner    | Alauna    | 120 Bryant St, Ste 104           | Dubuque         | IA    | 52003-7407 | 563.588.1602 |
| Fleege      | Michael   | 5900 Saratoga Rd Ste 7           | Dubuque         | IA    | 52002-2124 | 563.690.0727 |
| Graber      | Martin    | 610 Avenue G                     | Fort Madison    | IA    | 52627-2925 | 319.372.1896 |
| Martin      | Bradford  | 105 E Locust St, Ste 1           | Bloomfield      | IA    | 52537-1458 | 641.664.2169 |
| Goodmundson | Dale      | 5001 Utica Ridge Rd              | Davenport       | IA    | 52807-3060 | 563.344.9535 |
| Mc Cauley   | Kevin     | 120 E 3rd St                     | Muscatine       | IA    | 52761-3806 | 319.262.4040 |
| Keeney      | Kelly     | 5405 Utica Ridge Road, Suite 110 | Davenport       | IA    | 52807-2938 | 563.344.6070 |
| Evanovich   | Joseph    | 5001 Utica Ridge Rd              | Davenport       | IA    | 52807-3060 | 563.344.9535 |
| Nelson      | John      | 210 Court Ave Ste 200            | Des Moines      | IA    | 50309-3608 | 515.865.3608 |
| Keane       | John      | 325 W 7th St                     | Sioux City      | IA    | 51103-5417 | 712.258.8600 |
| Wiges       | Zachary   | 1401 E 7th Street, PO Box 266    | Atlantic        | IA    | 50022-1906 | 712.243.1453 |
| Keane       | Kevin     | 325 W 7th St                     | Sioux City      | IA    | 51103-5417 | 712.258.8600 |
| Hunter      | Maria     | 222 N Main St                    | Chariton        | IA    | 50049-1719 | 641.774.5907 |
| Spielman    | Jan       | 722 Lake Ave                     | Storm Lake      | IA    | 50588-1854 | 712.732.2375 |
| Johnson     | Jennifer  | 1401 E 7th Street, PO Box 266    | Atlantic        | IA    | 50022-1906 | 712.243.1453 |
| Acker       | Jessica   | 3139 S Lakeport St               | Sioux City      | IA    | 51106-4223 | 712.274.7696 |
| Hamilton    | Ronald    | 308 Antique City Dr              | Walnut          | IA    | 51577-2007 | 712.785.5500 |
| Jesse       | David     | 1045 76th St Ste 2000            | West Des Moines | IA    | 50266-5886 | 515.453.9424 |
| Keeling     | Richard   | 5435 NW 100th St Ste 300         | Johnston        | IA    | 50131-4818 | 515.253.8200 |
| Arendsdorf  | Stephanie | 2813 Terrace Dr                  | Cedar Falls     | IA    | 50613-5900 | 319.268.4334 |
| Glaw        | Todd      | 4600 University Ave              | Cedar Falls     | IA    | 50613-6216 | 319.268.4310 |
| Flack       | Steven    | 2708 Bicentennial Dr, Suite B    | Cedar Falls     | IA    | 50613-5852 | 319.268.4315 |
| Oaks        | Joyce     | 2712 Orchard Dr, Ste A           | Cedar Falls     | IA    | 50613-5864 | 319.268.4329 |
| Rasmussen   | Kyle      | 421 Main St                      | Reinbeck        | IA    | 50669-1049 | 319.391.6533 |
| Napolitano  | Steven    | 117 4th Ave S                    | Clinton         | IA    | 52732-4107 | 563.242.7898 |
| Leibfried   | Scott     | 6601 Boulder Brook Ct            | Dubuque         | IA    | 52003      | 563.556.7132 |
| Frederick   | Mark      | 6601 Boulder Brook Ct            | Dubuque         | IA    | 52003      | 563.556.7132 |
| Thompson    | Chad      | 106 N 28th St                    | Fairfield       | IA    | 52556-4310 | 641.472.6260 |
| Johnson     | Phillip   | 103 E State St Ste 300           | Mason City      | IA    | 50401-3321 | 641.423.7070 |
| Enfield     | Jeffrey   | 123 W Washington St              | Washington      | IA    | 52353-2035 | 319.653.6638 |
| Schwartz    | Rick      | 6919 Chancellor Dr Ste A         | Cedar Falls     | IA    | 50613-6926 | 319.260.7000 |
| Westemeier  | Phillip   | 4510 Chadwick Rd                 | Cedar Falls     | IA    | 50613-7958 | 319.277.2020 |
| Sannes      | Aaron     | 6919 Chancellor Dr Ste A         | Cedar Falls     | IA    | 50613-6926 | 319.260.7000 |

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|-----------------|-----------|----------------------------------|-----------------|-------|------------|--------------|
| Katcher         | Joshua    | 6919 Chancellor Dr Ste A         | Cedar Falls     | IA    | 50613-6926 | 319.260.7000 |
| Jenkins         | Jessica   | 4510 Chadwick Rd                 | Cedar Falls     | IA    | 50613-7958 | 319.277.2020 |
| Korte           | Christine | 1200 Valley West Dr, Ste 608     | West Des Moines | IA    | 50266-1907 | 515.223.1790 |
| Doty-Mc Cluskey | Winonah   | 1200 Valley West Dr, Ste 608     | West Des Moines | IA    | 50266-1907 | 515.223.1790 |
| Theis           | Jay       | 824 3rd Ave, PO Box 428          | Sheldon         | IA    | 51201-0428 | 712.324.5292 |
| Ruhland         | Michael   | 129 Central Ave SW               | LeMars          | IA    | 51031-3620 | 712.546.9525 |
| Gray            | Mark      | 1408 Broadway, PO Box 601        | Denison         | IA    | 51442-2053 | 712.263.6722 |
| Chilton         | Mathew    | 6111 Whispering Creek Dr Ste A   | Sioux City      | IA    | 51106-7211 | 712.279.0646 |
| Colbert         | Nate      | 6111 Whispering Creek Dr Ste A   | Sioux City      | IA    | 51106-7211 | 712.279.0646 |
| Higgins         | Matthew   | 3301 Hwy 71 Ste 3, PO Box 334    | Spirit Lake     | IA    | 51360-0334 | 712.336.0321 |
| Marx            | Douglas   | 6111 Whispering Creek Dr Ste A   | Sioux City      | IA    | 51106-7211 | 712.279.0646 |
| Bollman         | Jay       | 1220 NE Station Xing Ste 202     | Grimes          | IA    | 50111-8013 | 515.553.6680 |
| Mc Culla        | Matthew   | 1109 Washington St               | Pella           | IA    | 50219-1507 | 641.613.3079 |
| Franke          | Michael   | 2600 Westown Pkwy Ste 210        | West Des Moines | IA    | 50266-7301 | 515.309.0043 |
| Franke          | Deniz     | 2600 Westown Pkwy Ste 210        | West Des Moines | IA    | 50266-7301 | 515.309.0043 |
| Brandt          | Jeffrey   | 1080 Jordan Creek Pkwy, Ste 140N | West Des Moines | IA    | 50266-6004 | 515.207.3400 |
| Davis           | Richard   | 600 Woodcrest Dr                 | Waukee          | IA    | 50263-9502 | 515.987.8327 |
| Herr            | Randy     | 1080 Jordan Creek Pkwy, Ste 140N | West Des Moines | IA    | 50266-6004 | 515.207.3400 |
| Barzen          | David     | 2716 Grand Ave                   | Des Moines      | IA    | 50312-5218 | 515.274.3393 |
| Marshall        | Robin     | 1080 Jordan Creek Pkwy, Ste 140N | West Des Moines | IA    | 50266-6004 | 515.207.3400 |
| Miller          | Jeffrey   | 2600 Westown Pkwy Ste 210        | West Des Moines | IA    | 50266-7301 | 515.453.2300 |
| Rindels         | Robert    | 1580 Mall Dr                     | Iowa City       | IA    | 52240-3110 | 319.337.9620 |
| Aunan           | Brian     | 414 E Platt St                   | Maquoketa       | IA    | 52060-2411 | 563.652.2013 |
| Prottzman       | Lucas     | 1580 Mall Drive, Suite A         | Iowa City       | IA    | 52240-3110 | 319.337.2263 |
| Hvitved         | Aaron     | 111 2nd St W                     | Cresco          | IA    | 52136-1515 | 563.547.5340 |
| Sloter          | David     | 709 N Main St                    | Charles City    | IA    | 50616-2103 | 641.228.2271 |
| Kruse           | Daryl     | 115 S Vine St                    | West Union      | IA    | 52175-1393 | 319.240.0880 |
| Leyden          | Chris     | 1580 Mall Drive, Suite A         | Iowa City       | IA    | 52240-3110 | 319.337.2263 |
| Baldes          | Bradley   | 1580 Mall Drive, Suite A         | Iowa City       | IA    | 52240-3110 | 319.337.2263 |
| Lusson          | Duane     | 527 W 2nd St                     | Ottumwa         | IA    | 52501-2310 | 641.684.4200 |
| Shelman         | Bradley   | 1580 Mall Dr                     | Iowa City       | IA    | 52240-3110 | 319.337.9620 |
| Link            | Steven    | 702 Avenue F                     | Fort Madison    | IA    | 52627-2913 | 319.372.7554 |
| Johnson         | Bret      | 340 W 5th St                     | Dubuque         | IA    | 52001-6910 | 563.556.1342 |
| Link            | Heather   | 2525 Kimberly Rd, Ste 2          | Bettendorf      | IA    | 52722-3538 | 563.888.1490 |
| Lensch          | Lee       | 2525 Kimberly Rd, Ste 2          | Bettendorf      | IA    | 52722-3538 | 563.888.1490 |
| Mc Murdie       | Jeffrey   | 1025 Shoshone St N, Ste 5        | Twin Falls      | ID    | 83301-6373 | 208.734.8909 |
| Nicolades       | Andreas   | 120 E Lake St, Ste 210           | Sandpoint       | ID    | 83864-1366 | 845.462.1771 |
| Mc Keown        | Patrick   | 412 E ParkCenter Blvd, Suite 209 | Boise           | ID    | 83706-6573 | 208.367.0233 |
| Erwin           | Charles   | 412 E ParkCenter Blvd, Suite 209 | Boise           | ID    | 83706-6573 | 208.367.0233 |
| Samples         | Justin    | 3295 W Elder St Ste 205          | Boise           | ID    | 83705-4762 | 208.938.4416 |
| Katsilometes    | George    | 4189 Pole Line Rd                | Pocatello       | ID    | 83202-2402 | 208.232.6594 |
| Petersen        | Steven    | 4189 Pole Line Rd                | Pocatello       | ID    | 83202-2402 | 208.232.6594 |
| Serr            | Adam      | 900 Pier View Dr Ste 204         | Idaho Falls     | ID    | 83402-5288 | 208.528.6700 |
| Murphy          | Douglas   | 900 Pier View Dr Ste 204         | Idaho Falls     | ID    | 83402-5288 | 208.528.6700 |
| Hasnat          | Sayeed    | 900 Pier View Dr Ste 204         | Idaho Falls     | ID    | 83402-5288 | 208.528.6700 |
| Larson          | Eric      | 619 W Main St                    | St Charles      | IL    | 60174-1772 | 630.584.4925 |
| Prestidge       | Armand    | 28381 Davis Pkwy, Ste 703        | Warrenville     | IL    | 60555-3033 | 630.995.9836 |
| Burlingame      | Ronald    | 16 N Ayer St                     | Harvard         | IL    | 60033-2861 | 815.337.4210 |
| Mazanke         | Robert    | 619 W Main St                    | St Charles      | IL    | 60174-1772 | 630.584.4925 |
| Turner          | Aaron     | 223 S Batavia Ave Ste 202        | Batavia         | IL    | 60510-3121 | 630.377.0804 |
| Juric           | Sylvia    | 28381 Davis Pkwy, Ste 703        | Warrenville     | IL    | 60555-3033 | 630.995.9836 |
| O'Hara          | Kevin     | 184 Shuman Blvd Ste 260          | Naperville      | IL    | 60563-8418 | 630.799.9310 |
| Muldoon         | Gerald    | 28377 Davis Pkwy Ste 601         | Warrenville     | IL    | 60555-3031 | 630.225.4650 |
| Berg            | Gregory   | 619 W Main St                    | St Charles      | IL    | 60174-1772 | 630.584.4925 |
| Bellantoni      | Yan       | 28381 Davis Pkwy, Ste 703        | Warrenville     | IL    | 60555-3033 | 630.995.9836 |
| Madden          | Kevin     | 619 W Main St, Ste 200           | St Charles      | IL    | 60174-1772 | 630.584.4925 |
| Roberts         | William   | 15 Spinning Wheel Rd, Ste 217    | Hinsdale        | IL    | 60521-7669 | 630.457.1492 |
| McBroom         | Joshua    | 900 E Diehl Rd, Ste 141          | Naperville      | IL    | 60563-2391 | 630.873.2124 |
| Myers           | Craig     | 107 S State St                   | Monticello      | IL    | 61856-1968 | 866.882.7244 |
| Campbell        | Dax       | 993 Clocktower Dr, Ste B         | Springfield     | IL    | 62704-1396 | 217.726.9917 |
| Popovich        | Jason     | 993 Clocktower Dr, Ste B         | Springfield     | IL    | 62704-1396 | 217.726.9917 |
| Keating         | John      | 2020 Broadway St                 | Quincy          | IL    | 62301-3224 | 217.222.3720 |
| Nichols         | Gregory   | 501 N Morton Ave                 | Morton          | IL    | 61550-1526 | 309.266.7171 |
| Schwartz        | Jeffrey   | 409 S Prospect Rd Ste E          | Bloomington     | IL    | 61704-4581 | 309.828.9501 |
| Mc Gartland     | Theresa   | 2728 Linda Ln                    | Quincy          | IL    | 62305-6446 | 217.222.2281 |
| Hendren         | Byron     | 2416 E Washington St, Ste C-1    | Bloomington     | IL    | 61704-1612 | 309.662.2670 |
| Wilson          | Deborah   | 409 S Prospect Rd Ste E          | Bloomington     | IL    | 61704-4581 | 309.828.9501 |
| Winans          | John      | 510 North State Street           | Litchfield      | IL    | 62056-1568 | 217.324.3203 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address                              | City             | State | Zip Code   | Bus Phone    |
|--------------|-------------|--------------------------------------|------------------|-------|------------|--------------|
| Sylvia       | Jennifer    | 2621 Montega Dr, Ste A               | Springfield      | IL    | 62704-7002 | 217.787.2435 |
| Smith        | Julie       | 409 S Prospect Rd Ste E              | Bloomington      | IL    | 61704-4581 | 309.828.9501 |
| Clem         | Cory        | 108 N Side Square                    | Macomb           | IL    | 61455-2214 | 309.864.6033 |
| Frontone     | Kevin       | 2060 W Iles Ave Ste B                | Springfield      | IL    | 62704-4195 | 217.993.6430 |
| Wharton      | Geoffrey    | 1051 Perimeter Dr Ste 810            | Schaumburg       | IL    | 60173-5057 | 847.619.0907 |
| Hoobchaak    | Evan        | 800 Hart Rd Ste 390                  | Barrington       | IL    | 60010-2671 | 847.898.9901 |
| Masciopinto  | Michael     | 1051 Perimeter Dr Ste 810            | Schaumburg       | IL    | 60173-5057 | 847.619.0907 |
| Corey        | John        | 1 Overlook Pt Ste 160                | Lincolnshire     | IL    | 60069-4326 | 847.847.2134 |
| Donato       | Paul        | 1531 S Grove Ave Unit 203            | Barrington       | IL    | 60010-5251 | 847.898.9916 |
| Boksa        | Eric        | 800 Hart Rd Ste 390                  | Barrington       | IL    | 60010-2671 | 847.898.9901 |
| FROST        | Jack        | 3008 Rosewood Drive                  | Joliet           | IL    | 60435-4972 | 815.730.6788 |
| Marban       | Claudia     | 10261 W Lincoln Hwy                  | Frankfort        | IL    | 60423-1279 | 815.469.7181 |
| Hellstedt    | Sandra      | 19428 104th Ave                      | Mokena           | IL    | 60448-1795 | 708.326.4718 |
| Szafranski   | Frank       | 375 83rd St                          | Burr Ridge       | IL    | 60527-7946 | 630.455.6090 |
| Richardson   | Bradford    | 24402 W Lockport St, Ste 221         | Plainfield       | IL    | 60544-4268 | 815.609.3525 |
| Mc George    | Timothy     | 10237 W Lincoln Hwy                  | Frankfort        | IL    | 60423-1279 | 815.464.2929 |
| Chavez       | Gabriel     | 6435 Main St Ste 160                 | Woodridge        | IL    | 60517-1298 | 630.487.2484 |
| Sherman      | Claude      | 1056 Lincoln Dr                      | Manteno          | IL    | 60950      | 815.932.3340 |
| Peterson     | Marsha      | 310 N Convent St, Ste 1              | Bourbonnais      | IL    | 60914-2176 | 815.933.4494 |
| Wojcik       | Joseph      | 10237 W Lincoln Hwy                  | Frankfort        | IL    | 60423-1279 | 815.464.2929 |
| Mac Kay      | Donald      | 20646 Abbey Woods Ct N, Ste 106      | Frankfort        | IL    | 60423-3174 | 815.806.9540 |
| Brack        | Janice      | 9200 W 191st St, Ste 7               | Mokena           | IL    | 60448-8730 | 708.432.7377 |
| Koney        | Kevin       | 15030 S Ravinia Ave, Ste 39          | Orland Park      | IL    | 60462-3173 | 708.349.1001 |
| Martin       | Robert      | 862 Center Ct, Unit D                | Shorewood        | IL    | 60404-8537 | 815.773.1003 |
| Meyers       | Robert      | 10339 W Lincoln Hwy                  | Frankfort        | IL    | 60423-1280 | 815.953.5970 |
| Millar       | Kathryn     | 34 Uno Circle                        | Joliet           | IL    | 60435-6632 | 815.717.6323 |
| Brandt       | Alison      | 760 Village Center Dr Ste 210        | Burr Ridge       | IL    | 60527-4508 | 708.372.2661 |
| Osmondson    | Sharon      | 1901 N Roselle Rd Ste 650            | Schaumburg       | IL    | 60195-3184 | 847.592.5300 |
| Della Monica | Joseph      | 3013 N Ashland Ave, Ste 1            | Chicago          | IL    | 60657-3086 | 773.880.5900 |
| Gallagher    | Brendon     | 215 W Elm St, Ste 204                | Sycamore         | IL    | 60178-1862 | 815.991.9570 |
| Thomasco     | Curtis      | 1375 E Woodfield Rd Ste 750          | Schaumburg       | IL    | 60173-6012 | 630.351.5301 |
| Deitering    | Evelyn      | 1901 N Roselle Rd Ste 650            | Schaumburg       | IL    | 60195-3184 | 847.592.5300 |
| Cagadas      | Christopher | 1375 E Woodfield Rd Ste 750          | Schaumburg       | IL    | 60173-6012 | 630.351.5301 |
| Dogaru       | Cristina    | 249 Glendale Rd                      | Glenview         | IL    | 60025-4547 | 630.351.8733 |
| Braggs       | Dionne      | 1901 N Roselle Rd Ste 650            | Schaumburg       | IL    | 60195-3184 | 630.351.8733 |
| Chambers     | Larry       | 111 E Schaumburg Rd                  | Schaumburg       | IL    | 60194-3518 | 847.584.0111 |
| Stuck        | Charles     | 1375 E Woodfield Rd Ste 750          | Schaumburg       | IL    | 60173-6012 | 630.351.5301 |
| Helmets      | Heather     | 1901 N Roselle Rd Ste 650            | Schaumburg       | IL    | 60195-3184 | 847.592.5300 |
| Manzardo     | Thomas      | 111 E Schaumburg Rd                  | Schaumburg       | IL    | 60194-3518 | 847.584.0111 |
| Ellsworth    | Michael     | 36 North McLean Blvd                 | Elgin            | IL    | 60123-6050 | 847.531.8693 |
| Khory        | Roshni      | 1288 N Lakeview Dr                   | Palatine         | IL    | 60067-2098 | 847.776.8696 |
| Piekarski    | Rzysztot    | 400 Skokie Blvd Ste 850              | Northbrook       | IL    | 60062-7922 | 847.764.8000 |
| Mc Wherter   | Matthew     | 760 Village Center Dr Ste 210        | Burr Ridge       | IL    | 60527-4508 | 708.372.2661 |
| Moran        | Edward      | 760 Village Center Dr Ste 210        | Burr Ridge       | IL    | 60527-4508 | 708.372.2661 |
| Nolan        | Thomas      | 760 Village Center Dr Ste 210        | Burr Ridge       | IL    | 60527-4508 | 708.372.2661 |
| Tomich       | Matthew     | 1375 E Woodfield Rd Ste 750          | Schaumburg       | IL    | 60173-6012 | 630.351.5301 |
| Athanikar    | Narayan     | 1375 E Woodfield Rd Ste 750, Ste 200 | Schaumburg       | IL    | 60173-6012 | 630.351.5301 |
| Oconnor      | Timothy     | 10229 Vine St                        | Huntley          | IL    | 60142-9531 | 815.451.2664 |
| Forbes       | Christopher | 474 Division Drive Unit A            | Sugar Grove      | IL    | 60554-5120 | 331.229.4037 |
| Lobacz       | David       | 801 S West St, Ste 111               | Olney            | IL    | 62450-1334 | 618.392.2288 |
| Hunn         | Clifford    | 56 E Crystal Lake Ave                | Crystal Lake     | IL    | 60014-6137 | 815.477.5510 |
| Luzadder     | Monte       | 2400 Ravine Way, Ste 100             | Glenview         | IL    | 60025-7653 | 847.486.9700 |
| Khasho       | Joseph      | 1600 Golf Rd, Ste 1200               | Rolling Meadows  | IL    | 60008-4229 | 877.362.3612 |
| Kang         | Chan        | 1 Northfield Plz Ste 480             | Northfield       | IL    | 60093-1219 | 847.272.3370 |
| London       | Gary        | 1 Northfield Plz Ste 480             | Northfield       | IL    | 60093-1219 | 847.272.3370 |
| Forcucci     | James       | 1761 S Naperville Rd Ste 100         | Wheaton          | IL    | 60189-5846 | 630.871.1110 |
| Schwarm      | Susan       | 1860 W Winchester Rd, Ste 104        | Libertyville     | IL    | 60048-5312 | 847.549.7300 |
| Leman        | Jay         | 521 Devonshire Ln, Ste B             | Crystal Lake     | IL    | 60014-7564 | 815.477.5507 |
| Adams        | Steven      | 1900 E Golf Rd, Ste 1255             | Schaumburg       | IL    | 60173-5834 | 847.518.1555 |
| Gnivecki     | Richard     | 56 E Crystal Lake Ave                | Crystal Lake     | IL    | 60014-6137 | 815.477.5510 |
| Huff         | Donald      | 1 Northfield Plz Ste 480             | Northfield       | IL    | 60093-1219 | 847.272.3370 |
| Mehr         | Jenine      | 1761 S Naperville Rd Ste 100         | Wheaton          | IL    | 60189-5846 | 630.871.1110 |
| Parker       | Justin      | 2 Pierce Place Ste 1700              | Itasca           | IL    | 60143-3124 | 847.605.0605 |
| Koncan       | Garrett     | 5101 Washington St Ste 2L            | Gurnee           | IL    | 60031-2987 | 847.244.8400 |
| Yook         | Miyong      | 2650 Quail Ln                        | Northbrook       | IL    | 60062-7627 | 847.715.9488 |
| Johnson      | Leonard     | 1 Tower Ln Ste 2160                  | Oakbrook Terrace | IL    | 60181-4676 | 708.342.2639 |
| Keidan       | Martin      | 89 Lincolnwood Rd, Ste 103           | Highland Park    | IL    | 60035-5229 | 847.266.3717 |
| White        | Brett       | 1 Oakbrook Terrace, Suite 700        | Oakbrook Terrace | IL    | 60181-4474 | 708.342.2639 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last          | First       | Address  | City             | State | Zip Code   | Bus Phone    |
|---------------|-------------|--|------------------|-------|------------|--------------|
| Schultze      | Gregory     | 1 Tower Ln Ste 2160                                      | Oakbrook Terrace | IL    | 60181-4676 | 708.342.2639 |
| Dykstra       | Christopher | 2023 Vadalabene Dr, Ste 355                              | Maryville        | IL    | 62062-5630 | 618.205.8579 |
| Stone         | Robert      | 2560 Mascoutah Avenue                                    | Belleville       | IL    | 62220-3468 | 618.233.1198 |
| Fash          | Chris       | 2805 Butterfield Rd Ste 110                              | Oak Brook        | IL    | 60523-1169 | 773.864.8732 |
| Royce         | Thomas      | 1011 Warrenville Road, Suite 225                         | Lisle            | IL    | 60532-4006 | 877.353.8999 |
| Jones         | Steven      | 6 Dunlap Ct  | Savoy            | IL    | 61874-9501 | 217.352.0447 |
| Bushue        | Douglas     | 6 Dunlap Ct  | Savoy            | IL    | 61874-9501 | 217.352.0447 |
| Stewart       | Michael     | 807 S Commercial St                                      | Harrisburg       | IL    | 62946-2639 | 618.252.5595 |
| Argoudelis    | James       | 921 Charleston Ave                                       | Mattoon          | IL    | 61938-4222 | 217.234.8136 |
| Stewart       | John        | 921 Charleston Ave                                       | Mattoon          | IL    | 61938-4222 | 217.234.8136 |
| Bajaj         | Vijay       | 2323 Naperville Rd, Ste 140                              | Naperville       | IL    | 60563-3540 | 630.955.0800 |
| Yackey        | Mark        | 2323 Naperville Rd, Ste 150                              | Naperville       | IL    | 60563-3607 | 630.430.1562 |
| Prendergast   | Michael     | 1 Lincoln Ctr Ste 1500                                   | Oakbrook Terrace | IL    | 60181-4272 | 630.613.7102 |
| Grazioso      | Patricia    | 1 Lincoln Ctr Ste 1500                                   | Oakbrook Terrace | IL    | 60181-4272 | 630.613.7102 |
| Gautam        | Paras       | 1 Lincoln Ctr Ste 1500                                   | Oakbrook Terrace | IL    | 60181-4272 | 630.613.7102 |
| Cook          | Michael     | 3030 Warrenville Rd, Ste 420                             | Lisle            | IL    | 60532-1000 | 331.249.4300 |
| Stalcup       | Stephen     | 3030 Warrenville Rd, Ste 420                             | Lisle            | IL    | 60532-1000 | 331.249.4300 |
| Self          | Brandon     | 3030 Warrenville Rd, Ste 420                             | Lisle            | IL    | 60532-1000 | 331.249.4300 |
| Goebel        | Christopher | 3030 Warrenville Rd, Ste 420                             | Lisle            | IL    | 60532-1000 | 331.249.4300 |
| Schicklerling | Kathy       | 3030 Warrenville Rd, Ste 420                             | Lisle            | IL    | 60532-1000 | 331.249.4300 |
| Greenwood     | Sallye      | 303 E Wacker Dr Ste 1575, Ameriprise Financial Suite 712 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Conley        | Coleman     | 303 E Wacker Dr Ste 1575, Ameriprise Financial Suite 712 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Valero        | Marlene     | 303 E Wacker Dr Ste 1575, Ameriprise Financial Suite 712 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Ross          | Stephen     | 105 W Madison St, Ste 2100                               | Chicago          | IL    | 60602-4649 | 312.786.4000 |
| Jensen        | Craig       | 303 E Wacker Dr Ste 1575                                 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Krantz        | Kenneth     | 303 E Wacker Dr Ste 1575                                 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Allison       | Andrew      | 303 E Wacker Dr Ste 1575                                 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Harris        | William     | 303 E Wacker Dr Ste 1575, Ameriprise Financial Suite 712 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Heyda         | Harriet     | 520 Main St, Ste 1010                                    | Evanston         | IL    | 60202-1815 | 312.807.1046 |
| Nelson        | John        | 939 W North Ave Ste 750, Ameriprise Financial Suite 712  | Chicago          | IL    | 60642-7142 | 312.646.5028 |
| Tabbone       | Meredith    | 303 E Wacker Dr Ste 1575                                 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Grezlik       | Matthew     | 303 E Wacker Dr Ste 1575                                 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Sitar         | Phillip     | 700 E Diehl Rd Ste 140, Ste 1010                         | Naperville       | IL    | 60563-2380 | 312.346.1000 |
| Wendt         | Jason       | 303 E Wacker Dr Ste 1575                                 | Chicago          | IL    | 60601-5215 | 312.546.6070 |
| Lowe          | Grace       | 6320 N Sheridan Rd Ste C                                 | Peoria           | IL    | 61614-3053 | 309.681.7255 |
| Wilks         | Douglas     | 209 West Pointe Dr, Ste C                                | Swansea          | IL    | 62226-8310 | 618.355.7897 |
| Engen         | Lana        | 7160 Argus Dr, Ste 102                                   | Rockford         | IL    | 61107-5809 | 815.399.3311 |
| Kelley        | Joan        | 7160 Argus Dr, Ste 102                                   | Rockford         | IL    | 61107-5809 | 815.399.3311 |
| Boccignone    | David       | 6870 Rote Rd, Ste 102                                    | Rockford         | IL    | 61107-2690 | 815.708.6112 |
| Fitzgerald    | Jacob       | 6068 Palo Verde Dr Ste 3                                 | Rockford         | IL    | 61114-8116 | 815.316.6460 |
| Englehart     | Scott       | 11718 Main St  | Roscoe           | IL    | 61073-9566 | 815.525.3800 |
| Firkins       | David       | 7160 Argus Dr, Ste 101                                   | Rockford         | IL    | 61107-5809 | 815.316.1900 |
| Larson        | Allan       | 6067 Strathmoor Dr                                       | Rockford         | IL    | 61107-6631 | 815.308.0790 |
| Heideman      | Kevin       | 839 N Perryville Rd Ste 103                              | Rockford         | IL    | 61107-6238 | 815.977.5999 |
| Michelsen     | James       | 7160 Argus Dr, Ste 101                                   | Rockford         | IL    | 61107-5809 | 815.316.1900 |
| Croze         | David       | 4 L Plaza, Suite 29                                      | Galesburg        | IL    | 61401-4556 | 309.342.8008 |
| Charlet       | Richard     | 100 South State St                                       | Geneseo          | IL    | 61254-1348 | 309.945.1124 |
| Vandersnick   | Tricia      | 100 South State St                                       | Geneseo          | IL    | 61254-1348 | 309.945.1124 |
| Hembrough     | Peter       | 117 E Main St  | Morrison         | IL    | 61270-2639 | 815.772.7243 |
| Novak         | John        | 739 N Brinton Ave  | Dixon            | IL    | 61021-1609 | 815.285.4817 |
| Lammering     | Richard     | 409 Walnut St Ste A                                      | Lawrenceburg     | IN    | 47025-2411 | 812.655.9258 |
| Westhafer     | Matthew     | 121 E Main St  | Greensburg       | IN    | 47240-2031 | 812.651.3026 |
| Sutter        | Steven      | 1508 Calumet Ave   | Valparaiso       | IN    | 46383-3125 | 219.462.6687 |
| Haluska       | Mary        | 1401 E Greenwood Ave, Ste 400                            | Crown Point      | IN    | 46307-4587 | 219.662.2779 |
| Stover        | Linda       | 1508 Calumet Ave   | Valparaiso       | IN    | 46383-3125 | 219.462.6687 |
| Youga         | Kenneth     | 2300 Ramblewood Dr Ste D                                 | Highland         | IN    | 46322-3627 | 219.924.0956 |
| Radivan       | Jeff        | 931 Ridge Rd Ste G                                       | Munster          | IN    | 46321-1756 | 708.756.3570 |
| Gehrke        | Douglas     | 859 Lincoln Hwy E, Ste 100                               | Plymouth         | IN    | 46563-2818 | 574.990.2025 |
| Grabovsky     | Angela      | 8945 N Meridian St Ste 200                               | Indianapolis     | IN    | 46260-2389 | 317.208.2688 |
| Shewmaker     | Randy       | 702 N Rogers St  | Bloomington      | IN    | 47404-3452 | 812.339.8513 |
| Foster        | Joyce       | 10333 N Meridian St, Ste 120                             | Carmel           | IN    | 46290-1074 | 317.644.0575 |
| Ochoa         | Edward      | 484 W Main St  | Greenwood        | IN    | 46142-3119 | 317.888.8220 |
| Rahman        | Albert      | 484 W Main St  | Greenwood        | IN    | 46142-3119 | 317.888.8220 |
| Volkers       | Kyle        | 2335 E Margaret Dr                                       | Terre Haute      | IN    | 47802-3340 | 812.232.5822 |
| Messer        | Angela      | 101 S East St  | Greensburg       | IN    | 47240-2043 | 812.222.1930 |
| Kotecki       | David       | 515 Park Place Cir, Ste 300                              | Mishawaka        | IN    | 46545-3585 | 574.243.2673 |
| Eikens        | Melissa     | 800 E Jefferson Blvd                                     | South Bend       | IN    | 46617-2905 | 574.277.7500 |
| Long          | Daniel      | 4440 Edison Lakes Pkwy, Ste 200                          | Mishawaka        | IN    | 46545-1441 | 574.243.8096 |

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| Last       | First       | Address                                   | City         | State | Zip Code   | Bus Phone    |
|------------|-------------|---|--------------|-------|------------|--------------|
| Kingston   | Jennifer    | 225 N Buffalo St                          | Warsaw       | IN    | 46580-2753 | 574.269.3386 |
| Polaski    | Thomas      | 4440 Edison Lakes Pkwy, Ste 200           | Mishawaka    | IN    | 46545-1441 | 574.243.8096 |
| Pilarski   | Edward      | 6910 N Main St, Unit 37 Bldg 25 Ste A     | Granger      | IN    | 46530-8855 | 574.271.0257 |
| Rush       | Brian       | 6910 N Main St, Unit 37 Bldg 25 Ste A     | Granger      | IN    | 46530-8855 | 574.271.0257 |
| Jacobs     | Rodney      | 401 E Jefferson St, Ste 100               | Plymouth     | IN    | 46563-1827 | 574.936.2571 |
| Jones      | Michael     | 4440 Edison Lakes Pkwy, Ste 200           | Mishawaka    | IN    | 46545-1441 | 574.243.8096 |
| Myers      | Shirley     | 511 E Colfax Ave                          | South Bend   | IN    | 46617-2715 | 574.234.0023 |
| Mc Court   | Bruce       | 3340 Hickory Rd                           | Mishawaka    | IN    | 46545-8803 | 574.247.7777 |
| Smith      | Scott       | 205 W Jefferson Blvd Ste 502              | South Bend   | IN    | 46601-1812 | 574.273.8680 |
| Austgen    | Patricia    | 833 W Lincoln Hwy, Ste 118W               | Schererville | IN    | 46375-1677 | 219.865.2277 |
| Dranger    | Thomas      | 1496 Pope Ct Ste 3                        | Chesterton   | IN    | 46304-5303 | 219.226.0800 |
| Andrada    | Emily       | 425 Bank St                               | New Albany   | IN    | 47150-3407 | 812.944.4461 |
| Keele      | Greggory    | 3755 E 82nd St, Ste 40                    | Indianapolis | IN    | 46240-4000 | 317.288.5400 |
| Larson     | Todd        | 409 E Cook Rd Ste 300                     | Fort Wayne   | IN    | 46825-3658 | 260.485.0403 |
| Perkins    | Ryan        | 6714 Pointe Inverness Way, Ste 210        | Fort Wayne   | IN    | 46804-7935 | 260.271.1050 |
| Jacobs     | Jay         | 7517 Eagle Crest Blvd                     | Evansville   | IN    | 47715-8151 | 812.477.5520 |
| Hayes      | Brandon     | 7517 Eagle Crest Blvd                     | Evansville   | IN    | 47715-8151 | 812.477.5520 |
| Thacker    | Andrew      | 8859 High Pointe Dr                       | Newburgh     | IN    | 47630-7964 | 812.858.7526 |
| Charnes II | Greg M      | 4824 Lincoln Ave                          | Evansville   | IN    | 47715-4110 | 812.426.3521 |
| Powers     | Mark        | 7517 Eagle Crest Blvd                     | Evansville   | IN    | 47715-8151 | 812.477.5520 |
| Scales     | Scott       | 20 E Camp Ground Rd                       | Evansville   | IN    | 47710-4496 | 812.858.7526 |
| Dobbyn     | Richard     | 421 Buntin St                             | Vincennes    | IN    | 47591-2120 | 812.882.4030 |
| Wells      | Derrick     | 915 E 4th St                              | Mount Vernon | IN    | 47620-2115 | 812.641.1499 |
| Steinhart  | Jacob       | 20 NW 1st St Ste 210                      | Evansville   | IN    | 47708-1267 | 812.818.4445 |
| Bates      | Donald      | 901 S A Street                            | Richmond     | IN    | 47374-5521 | 765.962.7393 |
| Huber      | Graig       | 435 E Main St Ste 185                     | Greenwood    | IN    | 46143-1456 | 317.497.3665 |
| Kaiser     | Joseph      | 6249 S East St Ste H                      | Indianapolis | IN    | 46227-2089 | 317.889.9967 |
| Sawada     | Noel        | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Saldivar   | Rodolfo     | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Tiplick    | Andrew      | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Jung       | Anthony     | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Dolen      | Kevin       | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Wales      | Robert      | 1110 S A St                               | Richmond     | IN    | 47374-5526 | 765.966.2639 |
| Minnich    | Chhayvuoch  | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Meister    | Tim         | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Derado     | Matthew     | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Highfield  | Kristen     | 8945 N Meridian St Ste 220                | Indianapolis | IN    | 46260-5387 | 317.251.8910 |
| Schofield  | Donald      | 501 Stover Avenue                         | Indianapolis | IN    | 46227-1553 | 317.784.8551 |
| Lake       | James       | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Myers      | Michelle    | 8900 Keystone Crossing, Ste 400           | Indianapolis | IN    | 46240-2129 | 317.853.1100 |
| Hopkins    | James       | 217 E Southway Blvd, Suite 105            | Kokomo       | IN    | 46902-3577 | 765.453.3648 |
| Moore      | Christopher | 6226 Covington Rd, Moore Financial Center | Fort Wayne   | IN    | 46804-7312 | 260.436.8884 |
| Reimbold   | John        | 5750 Coventry Ln, Ste 110                 | Fort Wayne   | IN    | 46804-7166 | 260.432.3235 |
| Miller     | Joseph      | 5750 Coventry Ln, Ste 110                 | Fort Wayne   | IN    | 46804-7166 | 260.432.3235 |
| Vorbeck    | David       | 839 Main St Ste 100                       | Lafayette    | IN    | 47901-1403 | 765.742.8300 |
| Schneider  | Jeffrey     | 212 E 5th St                              | Jasper       | IN    | 47546-3112 | 812.634.2400 |
| Topp       | Jason       | 300 E 90th Dr                             | Merrillville | IN    | 46410-7188 | 219.736.8677 |
| Larson     | John        | 11480 Broadway                            | Crown Point  | IN    | 46307-7106 | 219.663.9860 |
| Kajmakoski | Tony        | 11480 Broadway                            | Crown Point  | IN    | 46307-7106 | 219.663.9860 |
| Foster     | Joseph      | 11480 Broadway                            | Crown Point  | IN    | 46307-7106 | 219.663.9860 |
| Vidal      | John        | 11480 Broadway                            | Crown Point  | IN    | 46307-7106 | 219.663.9860 |
| Lozanoski  | Tom         | 300 E 90th Dr                             | Merrillville | IN    | 46410-7188 | 219.736.8677 |
| O'Keefe    | Joseph      | 11480 Broadway                            | Crown Point  | IN    | 46307-7106 | 219.663.9860 |
| Buuck      | Douglas     | 11480 Broadway                            | Crown Point  | IN    | 46307-7106 | 219.663.9860 |
| Austin     | Brian       | 2900 E 96th St                            | Indianapolis | IN    | 46240-0018 | 317.818.9365 |
| Rowell     | Edmon       | 2900 E 96th St                            | Indianapolis | IN    | 46240-0018 | 317.818.9365 |
| Klein      | Marc        | 2900 E 96th St                            | Indianapolis | IN    | 46240-0018 | 317.818.9365 |
| Gemmer     | Charles     | 2900 E 96th St                            | Indianapolis | IN    | 46240-0018 | 317.818.9365 |
| Warrem     | Calvin      | 601 S Kansas Ave                          | Topeka       | KS    | 66603-3803 | 785.357.6125 |
| Orton      | Todd        | 601 S Kansas Ave                          | Topeka       | KS    | 66603-3803 | 785.357.6125 |
| Solomon    | Scott       | 3220 Mesa Way Ste D                       | Lawrence     | KS    | 66049-2344 | 785.841.2985 |
| Kennedy    | Kent        | 3220 Mesa Way Ste D                       | Lawrence     | KS    | 66049-2344 | 785.841.2985 |
| Cary       | Charles     | 1319 Wakarusa Dr Ste B                    | Lawrence     | KS    | 66049-3830 | 785.856.7111 |
| Hanna      | James       | 601 S Kansas Ave                          | Topeka       | KS    | 66603-3803 | 785.357.6125 |
| Gottschalk | Loren       | 3220 Mesa Way Ste A                       | Lawrence     | KS    | 66049-2344 | 785.330.5800 |
| Bradley    | James       | 2505 Anderson Ave, Ste 102                | Manhattan    | KS    | 66502-2853 | 785.776.7002 |
| Tebo       | Skyler      | 1105 E 30th St Ste A                      | Hays         | KS    | 67601-2045 | 785.621.4522 |
| Miller     | Anita       | 101 S Buckeye Avenue                      | Abilene      | KS    | 67410-3055 | 785.263.0700 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last       | First       | Address  | City            | State | Zip Code   | Bus Phone    |
|------------|-------------|--|-----------------|-------|------------|--------------|
| Andrews    | Mark        | 10333 E 21st St N, Ste 402                               | Wichita         | KS    | 67206-3546 | 316.858.1506 |
| Read       | Kimberly    | 10333 E 21st St N, Ste 402                               | Wichita         | KS    | 67206-3546 | 316.858.1506 |
| Nance      | Larry       | 2606 N Fleming St, Park Plaza Bldg                       | Garden City     | KS    | 67846-3282 | 620.276.8025 |
| Wiebe      | Mark        | 10333 E 21st St N, Ste 402                               | Wichita         | KS    | 67206-3546 | 316.858.1506 |
| Mc Millen  | Thomas      | 10333 E 21st St N, Ste 402                               | Wichita         | KS    | 67206-3546 | 316.858.1506 |
| Fender     | Eric        | 7829 E Rockhill St, Ste 202                              | Wichita         | KS    | 67206-3920 | 316.925.5200 |
| Kempf      | Teresa      | 900 Massachusetts St, Ste 403                            | Lawrence        | KS    | 66044-2868 | 785.841.4561 |
| Mullen     | Bruce       | 328 West State St  | Erie            | KS    | 66733-1036 | 620.244.5213 |
| Boaz       | Chad        | 424 W 14th St  | Chanute         | KS    | 66720-2878 | 620.305.2002 |
| Lotterer   | Jay         | 2809 N Broadway St Ste D                                 | Pittsburg       | KS    | 66762-2684 | 620.308.6104 |
| Thompson   | Matthew     | 5700 W 112th St, Ste 130                                 | Overland Park   | KS    | 66211-1749 | 913.491.5400 |
| Kemna      | Reginald    | 9820 Metcalf Ave Ste 130                                 | Overland Park   | KS    | 66212-6188 | 913.703.8735 |
| Meyer      | Robert      | 5700 W 112th St, Ste 130                                 | Overland Park   | KS    | 66211-1749 | 913.239.8140 |
| Myers      | Richard     | 10955 Lowell Ave Ste 420                                 | Overland Park   | KS    | 66210-2369 | 913.451.2605 |
| Rietzke    | Jamie       | 5700 W 112th St, Ste 130                                 | Overland Park   | KS    | 66211-1749 | 913.239.8140 |
| Miller     | Charles     | 10955 Lowell Ave Ste 420                                 | Overland Park   | KS    | 66210-2369 | 913.451.2605 |
| Edwards    | Tracy       | 702 Commercial St, Ste 1B                                | Emporia         | KS    | 66801-3091 | 620.343.7937 |
| Schenck    | Steven      | 5700 W 112th St, Ste 130                                 | Overland Park   | KS    | 66211-1749 | 913.491.5400 |
| Gramkow    | David       | 517 E 30th Ave Suite B1                                  | Hutchinson      | KS    | 67502-8444 | 620.500.5080 |
| Grote      | Curtis      | 517 E 30th Ave Suite B1                                  | Hutchinson      | KS    | 67502-8444 | 620.500.5080 |
| Snell      | Glen        | 223 S Main St  | Mc Pherson      | KS    | 67460-4843 | 620.504.5062 |
| Pater      | David       | 8118 E Douglas Ave, Ste 105                              | Wichita         | KS    | 67206-2364 | 316.685.5353 |
| Langhofer  | Chad        | 10500 E Berkeley Square Pkwy, Ste 240                    | Wichita         | KS    | 67206-6822 | 316.440.5353 |
| Mc Millan  | Barry       | 107 S Main St  | Lindsborg       | KS    | 67456-2417 | 785.227.8700 |
| Miller     | Diana       | 203 NW 3rd St  | Abilene         | KS    | 67410-0457 | 785.263.0143 |
| Bell       | Brett       | 8118 E Douglas Ave, Ste 101                              | Wichita         | KS    | 67206-2364 | 316.440.8096 |
| Richardson | Lori        | 8621 E 21st St N, Ste 130                                | Wichita         | KS    | 67206-2992 | 316.630.8400 |
| Bragg      | Idonna      | 7500 College Blvd Ste 561                                | Overland Park   | KS    | 66210-4035 | 913.693.7314 |
| Fink       | Shelby      | 12700 Townepark Way, Ste 100                             | Louisville      | KY    | 40243-2539 | 859.260.1820 |
| Redmon     | Tracy       | 295 N Hubbards Ln, Ste 204                               | Louisville      | KY    | 40207-8230 | 502.894.9366 |
| Metcalf    | Todd        | 12700 Townepark Way, Ste 100                             | Louisville      | KY    | 40243-2539 | 859.260.1820 |
| Adams      | Robert      | 265 Regency Circle, Suite D                              | Lexington       | KY    | 40503-2349 | 859.277.6589 |
| Smith      | Robert Pete | 12700 Townepark Way, Ste 100                             | Louisville      | KY    | 40243-2539 | 859.260.1820 |
| Dingle     | Scott       | 12700 Townepark Way, Ste 100                             | Louisville      | KY    | 40243-2539 | 859.260.1820 |
| Fink       | Joseph      | 1000 Monarch St, Ste 250                                 | Lexington       | KY    | 40513-1945 | 859.260.1820 |
| Donohue    | Dean        | 9405 Mill Brook Rd Ste 101                               | Louisville      | KY    | 40223-5035 | 502.412.4050 |
| Briggs     | Kevin       | 996 Wilkinson Trace, Ste A-3                             | Bowling Green   | KY    | 42103-3408 | 270.782.9824 |
| Haehl      | Brian       | 295 N Hubbards Ln, Ste 204                               | Louisville      | KY    | 40207-8230 | 502.894.9366 |
| Gordon     | Geraldine   | 3805 Wyndsong Trail                                      | Lexington       | KY    | 40514-1162 | 859.971.1660 |
| Renaud     | Richard     | 12910 Shelbyville Rd, Ste 250                            | Louisville      | KY    | 40243-1594 | 502.489.5434 |
| Tucker     | Glenn       | 9710 Park Plaza Ave Ste 108                              | Louisville      | KY    | 40241-2292 | 502.254.2050 |
| Duerr      | John        | 9960 Corporate Campus Dr, Five Corporate Center Ste 3500 | Louisville      | KY    | 40223-4085 | 502.245.5266 |
| Burnett    | Jeffrey     | 12910 Shelbyville Rd, Ste 250                            | Louisville      | KY    | 40243-1594 | 502.489.5434 |
| Bates      | David       | 12910 Shelbyville Rd, Ste 250                            | Louisville      | KY    | 40243-1594 | 502.489.5434 |
| Dicks      | John        | 12910 Shelbyville Rd, Ste 250                            | Louisville      | KY    | 40243-1594 | 502.489.5434 |
| Pippin     | Paul        | 12910 Shelbyville Rd, Ste 250                            | Louisville      | KY    | 40243-1594 | 502.489.5434 |
| Greenwell  | Heath       | 2708 New Hartford Rd                                     | Owensboro       | KY    | 42303-1317 | 270.684.8424 |
| Dalton     | Erick       | 238 2nd Street   | Henderson       | KY    | 42420-3138 | 270.827.8849 |
| Schneider  | Dennis      | 236 N Elm St   | Henderson       | KY    | 42420-3133 | 270.827.1404 |
| Watson     | William     | 2708 New Hartford Rd                                     | Owensboro       | KY    | 42303-1317 | 270.684.8424 |
| Chaney     | Travis      | 2708 New Hartford Rd                                     | Owensboro       | KY    | 42303-1317 | 270.684.8424 |
| Wiitala    | Amy         | 13151 Magisterial Dr Ste 101-A                           | Louisville      | KY    | 40223-4103 | 502.423.7073 |
| O'Neil     | Todd        | 408 Blankenbaker Pkwy, Suite 100                         | Louisville      | KY    | 40243-1896 | 502.489.6900 |
| Bellucci   | Jeffrey     | 408 Blankenbaker Pkwy, Suite 100                         | Louisville      | KY    | 40243-1896 | 502.489.6900 |
| Heick      | Carl        | 408 Blankenbaker Pkwy, Suite 100                         | Louisville      | KY    | 40243-1896 | 502.489.6900 |
| Smith      | John        | 408 Blankenbaker Pkwy, Suite 100                         | Louisville      | KY    | 40243-1896 | 502.489.6900 |
| Akers      | Byron       | 5311 KY Route 321 Ste 2                                  | Prestonsburg    | KY    | 41653      | 606.886.7829 |
| Smallwood  | Terry       | 250 W Main St Ste 2530                                   | Lexington       | KY    | 40507-1757 | 859.286.5554 |
| Childress  | James       | 1349 Bardstown Rd  | Louisville      | KY    | 40204-1270 | 502.365.4600 |
| Larlee     | Katherine   | 12309 Warner Dr  | Goshen          | KY    | 40026-9430 | 502.302.6096 |
| Fruin      | John        | 7430 US Highway 42, Ste 101                              | Florence        | KY    | 41042-1991 | 859.795.1233 |
| Widener    | Kevin       | 7430 US Highway 42, Ste 101                              | Florence        | KY    | 41042-1991 | 859.795.1233 |
| Tomes      | Christopher | 740 Centre View Blvd Fl 5, Ste 3700                      | Crestview Hills | KY    | 41017-5434 | 859.341.1841 |
| Brooks     | Scott       | 130 Dudley Pike, Ste 250                                 | Edgewood        | KY    | 41017-4312 | 859.838.4400 |
| Kisker     | Douglas     | 740 Centre View Blvd Fl 5                                | Crestview Hills | KY    | 41017-5434 | 859.341.1841 |
| Knapp      | Steven      | 7430 US Highway 42, Ste 101                              | Florence        | KY    | 41042-1991 | 859.795.1233 |
| Yelverton  | Larry       | 670 Albemarle Dr Ste 401                                 | Shreveport      | LA    | 71106-5946 | 318.212.2673 |
| Murphy     | Kevin       | 738 N Ashley Rdg Loop                                    | Shreveport      | LA    | 71106-7209 | 318.861.3521 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First       | Address                              | City             | State | Zip Code   | Bus Phone    |
|-------------|-------------|--------------------------------------|------------------|-------|------------|--------------|
| Mc Crocklin | Mark        | 738 N Ashley Rdg Loop                | Shreveport       | LA    | 71106-7209 | 318.861.3521 |
| Risher      | James       | 7907 Wrenwood Blvd, Ste A            | Baton Rouge      | LA    | 70809-7712 | 225.215.3653 |
| Fulcher     | Gregory     | 1124 S Burnside Ave, Ste 100B        | Gonzales         | LA    | 70737-4249 | 225.644.5001 |
| Meyer       | Thomas      | 132 Rue Colette Ste A                | Thibodaux        | LA    | 70301-5628 | 985.446.1159 |
| Walters     | Gregory     | 132 Rue Colette Ste A                | Thibodaux        | LA    | 70301-5628 | 985.446.1968 |
| Cazaubon    | Jeanine     | 645 Lotus Dr N, Ste B                | Mandeville       | LA    | 70471-3304 | 985.626.7526 |
| Stephens    | Juanita     | 4501 W Napoleon Ave Ste 110, Ste 103 | Metairie         | LA    | 70001-2491 | 504.837.7989 |
| Macaluso    | Troy        | 645 Lotus Dr N, Ste B                | Mandeville       | LA    | 70471-3304 | 985.626.7526 |
| Duncan      | William     | 645 Lotus Dr N, Ste B                | Mandeville       | LA    | 70471-3304 | 985.626.7526 |
| Rousse      | David       | 1003 W Thomas St, Suite 2            | Hammond          | LA    | 70401-3065 | 985.429.7355 |
| Bouchie     | Charla      | 4501 W Napoleon Ave, Ste 110         | Metairie         | LA    | 70001-2491 | 504.887.9355 |
| Fallo       | Andrew      | 4501 W Napoleon Ave, Ste 110         | Metairie         | LA    | 70001-2491 | 504.887.9355 |
| Rivas       | Roberto     | 6719 Perkins Rd                      | Baton Rouge      | LA    | 70808-4297 | 225.215.3200 |
| Billings    | Steven      | 6719 Perkins Rd                      | Baton Rouge      | LA    | 70808-4297 | 225.215.3200 |
| Brown       | Joseph      | 6719 Perkins Rd                      | Baton Rouge      | LA    | 70808-4297 | 225.215.3200 |
| Bernard     | Leonard     | 8200 Village Plaza Ct, Ste 3B        | Baton Rouge      | LA    | 70810-3856 | 225.766.5665 |
| Hunt        | Chad        | 119 Village St, Ste C                | Slidell          | LA    | 70458-5301 | 985.649.4732 |
| Palmer      | Lee         | 8201 Village Plaza Court, Ste 2b     | Baton Rouge      | LA    | 70810      | 225.766.5665 |
| Cressend    | Rufus       | 3939 N Causeway Blvd, Ste 401        | Metairie         | LA    | 70002-1777 | 504.889.1704 |
| Guettler    | Brian       | 122 W Pine St Ste D                  | Ponchatoula      | LA    | 70454-3309 | 985.370.1723 |
| Thensted    | Charles     | 1 Galleria Blvd Ste 2121             | Metairie         | LA    | 70001-7501 | 504.322.2975 |
| Gin         | John        | 1 Galleria Blvd, Ste 1620            | Metairie         | LA    | 70001-2082 | 504.837.1720 |
| Lovecchio   | Peter       | 1 Galleria Blvd Ste 2121             | Metairie         | LA    | 70001-7501 | 504.322.2975 |
| Wadhwa      | Kamal       | 650 Poydras St, Ste 1417             | New Orleans      | LA    | 70130-6116 | 504.400.1488 |
| Alfonso     | Gary        | 3351 Severn Ave, Ste 104             | Metairie         | LA    | 70002-7408 | 504.831.0515 |
| Goudeau     | Gray        | 1 Galleria Blvd, Ste 1111            | Metairie         | LA    | 70001-7536 | 504.837.6541 |
| Schewe      | Lisa        | 650 Poydras St, Ste 1413             | New Orleans      | LA    | 70130-6116 | 504.299.3413 |
| Pfeffer     | Michael     | 104 Campus Dr E, Ste 103             | Destrehan        | LA    | 70047-5207 | 985.718.1200 |
| Sandman     | Timothy     | 3351 Severn Ave, Ste 304             | Metairie         | LA    | 70002-7408 | 504.846.5100 |
| Leopold     | Ralph       | 1 Galleria Blvd Ste 2121             | Metairie         | LA    | 70001-7501 | 504.322.2975 |
| Billeaudeau | Scot        | 1601 Baronne St Ste 107, Ste 800 W   | New Orleans      | LA    | 70113      | 504.388.0462 |
| Lyons       | Charlton    | 6105 Line Ave Ste 100                | Shreveport       | LA    | 71106-2082 | 318.797.2995 |
| Navarro     | Martin      | 9270 Siegen Ln, Bldg 901             | Baton Rouge      | LA    | 70810-0938 | 225.810.4955 |
| Broussard   | Brett       | 3909 Ambassador Caffery Pkwy, Ste I  | Lafayette        | LA    | 70503-5280 | 337.216.9263 |
| Trosclair   | Ray         | 37283 Swamp Rd Ste 501               | Prairieville     | LA    | 70769-3329 | 225.744.4482 |
| Dugas       | Michael     | 1500 Lobdell Ave Ste A               | Baton Rouge      | LA    | 70806-8280 | 225.448.1091 |
| Roy         | Curtis      | 3909 Ambassador Caffery Pkwy, Ste I  | Lafayette        | LA    | 70503-5280 | 337.216.9263 |
| Hunter      | Timothy     | 9270 Siegen Ln, Bldg 901             | Baton Rouge      | LA    | 70810-0938 | 225.810.4955 |
| Evans       | James       | 4610 Bluebonnet Blvd Ste A           | Baton Rouge      | LA    | 70809-9652 | 225.442.3800 |
| Van Geffen  | David       | 1921 Kaliste Saloom Rd, Ste 202A     | Lafayette        | LA    | 70508-6182 | 337.247.9750 |
| Thompson    | Jeffrey     | 6425 Youree Dr Ste 240               | Shreveport       | LA    | 71105-4600 | 318.562.3004 |
| Perello     | Joshua      | 2228A Rees Street Ext                | Breaux Bridge    | LA    | 70517-6756 | 304.704.7956 |
| Gorczycki   | Debba       | 734 Longmeadow St Ste 306            | Longmeadow       | MA    | 01106-2245 | 413.322.8250 |
| Mcgrath     | Daniel      | 400 TradeCenter, Ste 5900            | Woburn           | MA    | 01801-7471 | 781.569.5899 |
| Kantor      | Brenda      | 59 Interstate Dr, Ste 4              | W Springfield    | MA    | 01089-5100 | 413.737.9600 |
| Correia     | Jefferson   | 400 TradeCenter, Ste 5900            | Woburn           | MA    | 01801-7471 | 781.569.5899 |
| Costello    | Brian       | 200 Silver St Unit 215               | Agawam           | MA    | 01001-3067 | 413.848.4220 |
| Brannigan   | Mark        | 75 Post Office Park, Ste 5           | Wilbraham        | MA    | 01095-1188 | 413.599.1775 |
| Cruz        | Kyong       | 75 Post Office Park, Ste 5           | Wilbraham        | MA    | 01095-1188 | 413.599.1775 |
| Wakefield   | Jeffrey     | 196 Pleasant St Ste 202              | Northampton      | MA    | 01060-5000 | 413.727.3895 |
| Bixby       | Keith       | 196 Pleasant St Ste 202              | Northampton      | MA    | 01060-5000 | 413.727.3895 |
| Duval       | Stephen     | 551 Newton St                        | South Hadley     | MA    | 01075-2037 | 413.540.0196 |
| De Celle    | Sherry      | 38 Mahaiwe St Ste 2                  | Great Barrington | MA    | 01230-1996 | 413.717.4147 |
| Barnes      | Shawn       | 59 Interstate Dr, Ste 4              | W Springfield    | MA    | 01089-5100 | 413.737.9600 |
| Rhoades     | John        | 196 Pleasant St Ste 202              | Northampton      | MA    | 01060-5000 | 413.727.3895 |
| Pierce      | Paul        | 226 Russell St Ste A                 | Hadley           | MA    | 01035-9485 | 413.376.4290 |
| Hayes       | Philip      | 226 Russell St Ste A                 | Hadley           | MA    | 01035-9485 | 413.376.4290 |
| Arnold      | Glenn       | 10 River Rd Ste 206                  | Uxbridge         | MA    | 01569-2259 | 401.681.4999 |
| Morong      | Daniel      | 400 TradeCenter, Ste 5900            | Woburn           | MA    | 01801      | 781.569.5055 |
| Reilly      | Joanne      | 175 Andover St, Ste 304              | Danvers          | MA    | 01923-1443 | 978.777.8353 |
| Mahler      | Brian       | 80 Washington St Ste D24             | Norwell          | MA    | 02061-1748 | 617.691.2112 |
| LePain      | Timothy     | 2 Summer Street, Suite 17            | Natick           | MA    | 01760-4529 | 508.655.6066 |
| Bonin       | Daniel      | 555 Elm St Ste 3, PO Box 347         | North Attleboro  | MA    | 02760-3309 | 508.543.7197 |
| Moschella   | Christopher | 80 Washington St Ste D24             | Norwell          | MA    | 02061-1748 | 617.691.2112 |
| Swallow     | James       | 529 Main St Ste P200                 | Charlestown      | MA    | 02129-1125 | 617.337.3239 |
| Woerdeman   | George      | 431 Country Club Way Ste 2           | Kingston         | MA    | 02364-4108 | 508.833.1359 |
| Finder      | Avi         | 161 Worcester Rd, Ste 200            | Framingham       | MA    | 01701-5300 | 508.820.2997 |
| Avery       | Shawn       | 40 Washington St Ste 250             | Wellesley        | MA    | 02481-1807 | 781.591.7930 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address                                   | City             | State | Zip Code   | Bus Phone    |
|--------------|-------------|---|------------------|-------|------------|--------------|
| Dolliver     | Robert      | 33 Bedford St 2nd Flr                     | Concord          | MA    | 01742-1874 | 914.373.6876 |
| Connors      | Kevin       | 10 City Square 5th Floor, 4th Floor       | Charlestown      | MA    | 02129-3740 | 617.580.4186 |
| Johnson      | Jody        | 25 Recreation Park Dr Ste 210             | Hingham          | MA    | 02043-4256 | 781.849.9939 |
| Christiansen | Kjell       | 700 W Center St Ste 10                    | West Bridgewater | MA    | 02379-1525 | 781.618.4804 |
| Birnie       | Peter       | 22 Depot St Ste 2                         | Duxbury          | MA    | 02332-4466 | 781.878.5105 |
| Adams        | Stephen     | 700 W Center St Ste 10                    | West Bridgewater | MA    | 02379-1525 | 781.618.4804 |
| Rosenblum    | Robert      | 2 Summer Street, Suite 17                 | Natick           | MA    | 01760-4529 | 508.655.6066 |
| Mirabelli    | Anthony     | 2 Electronics Ave, Ste 36                 | Danvers          | MA    | 01923-1071 | 978.646.0026 |
| Hudak        | Kelly       | 10 City Square 5th Floor, 4th Floor       | Charlestown      | MA    | 02129-3740 | 617.580.4186 |
| Mcintyre     | Michael     | 100 Grandview Rd, Ste 322                 | Braintree        | MA    | 02184-2691 | 781.356.2086 |
| Burgess      | Timothy     | 792 S Main St Ste 105                     | Mansfield        | MA    | 02048-3137 | 508.452.0012 |
| Pedersen     | Thomas      | 840 Main Street, Ste 106                  | Millis           | MA    | 02054-1542 | 508.376.8161 |
| Fox          | Kelly       | 30 Man Mar Dr, Ste 14 & Ste 9             | Plainville       | MA    | 02762-2271 | 508.695.2336 |
| Meredith     | Kevin       | 869 Main Street, Suite 6                  | Walpole          | MA    | 02081-2985 | 508.660.2332 |
| Ramsay       | Peter       | 80 Washington St Ste E11                  | Norwell          | MA    | 02061-1729 | 781.792.0020 |
| Hubbard      | Erica       | 127 Main St, Ste 8                        | Boston           | MA    | 02129-3543 | 617.242.4436 |
| Donovan      | Peter       | 175 Derby St Ste 16                       | Hingham          | MA    | 02043-4047 | 781.301.6131 |
| Cratty       | William     | 80 Washington St Ste E11                  | Norwell          | MA    | 02061-1729 | 781.792.0020 |
| Suraci       | Chris       | 60 William Street, Suite 140              | Wellesley        | MA    | 02481-3810 | 781.943.3823 |
| Johnson      | Catherine   | 25 Recreation Park Dr Ste 210             | Hingham          | MA    | 02043-4256 | 781.849.9939 |
| Carey        | Bryan       | 1266 Furnace Brook Pkwy, Unit 210         | Quincy           | MA    | 02169-4785 | 617.481.1568 |
| Stanton      | Albert      | 90 Route 6A, Unit 4B                      | Sandwich         | MA    | 02563-5301 | 508.888.2242 |
| Crespi       | Briel       | 41 Taunton Grn Ste 101                    | Taunton          | MA    | 02780-3252 | 508.869.5012 |
| Robbins      | Martin      | 683 Main St Ste 7                         | Norwell          | MA    | 02061-2346 | 585.704.6101 |
| Wallerander  | Michael     | 175 Derby St Ste 16                       | Hingham          | MA    | 02043-4047 | 781.301.6131 |
| Gomes        | Mark        | 273 Winter Street, Suite 1                | Hanover          | MA    | 02339-2500 | 781.826.4446 |
| Todd         | Sean        | 704 Route 6A                              | Yarmouth port    | MA    | 02675-2000 | 508.362.1008 |
| Lookner      | Samuel      | 20 Walnut St, Ste 318                     | Wellesley        | MA    | 02481-2104 | 781.237.0416 |
| Psikarakis   | Anthony     | 74 W Central St, Carriage House 2nd Floor | Natick           | MA    | 01760-4335 | 781.453.9600 |
| Takach       | Eric        | 11 Cape Dr Ste 7                          | Mashpee          | MA    | 02649-3046 | 508.316.0852 |
| Su           | Hung-Chang  | 7 Dartmouth St                            | Danvers          | MA    | 01923-1711 | 978.777.9261 |
| Tower        | Graham      | 201 Boston Post Rd West, Ste 401          | Marlborough      | MA    | 01752-4611 | 508.229.7767 |
| Carryl-Young | Judy        | 68 Park St Ste 5                          | Andover          | MA    | 01810-3681 | 978.409.1875 |
| Gallagher    | Christopher | 1 Lumber St Ste 204                       | Hopkinton        | MA    | 01748-2303 | 508.435.0199 |
| Coffey       | Stacey      | 20 Walnut St, Ste 318                     | Wellesley        | MA    | 02481-2104 | 781.237.0416 |
| Molzan       | David       | 20 Walnut St, Ste 318                     | Wellesley        | MA    | 02481-2104 | 781.237.0416 |
| Omogrosso    | Daniel      | 13 Branch St Ste 208A                     | Methuen          | MA    | 01844-1900 | 978.664.1444 |
| Derbyshire   | Paul        | 308 W Central St Ste C                    | Franklin         | MA    | 02038-2167 | 508.528.9880 |
| Fitzgerald   | Catherine   | 20 Walnut St, Ste 318                     | Wellesley        | MA    | 02481-2104 | 781.237.0416 |
| Simeone      | John        | 162 Washington Ave                        | Needham          | MA    | 02492-3655 | 781.449.3797 |
| Carey        | James       | 350 Park St Ste 108                       | North Reading    | MA    | 01864-3220 | 978.664.1861 |
| Fondo        | Garth       | 1 Lumber St Ste 204                       | Hopkinton        | MA    | 01748-2303 | 508.435.0199 |
| Smith        | Dawn        | 25 Main St                                | Hopkinton        | MA    | 01748-1213 | 508.521.6000 |
| Simon        | David       | 266 Main St, Ste 6B                       | Medfield         | MA    | 02052-2018 | 508.242.9556 |
| Auteri       | Alan        | 1 Lumber St Ste 204                       | Hopkinton        | MA    | 01748-2303 | 508.435.0199 |
| Khalil       | Nermin      | 85 Main St Ste 102                        | Hopkinton        | MA    | 01748-1156 | 802.310.7117 |
| Daley        | Kevin       | 465 Waverley Oaks Rd Ste 211, Ste 290     | Waltham          | MA    | 02452-8466 | 781.996.3026 |
| Lawyer       | Mark        | 11 Water St, Ste 2A                       | Arlington        | MA    | 02476-4814 | 781.641.1783 |
| Van Loan     | Rich        | 11 Water St, Ste 2A                       | Arlington        | MA    | 02476-4814 | 781.641.1783 |
| Davidson     | Wendy       | 11 Water St, Ste 2A                       | Arlington        | MA    | 02476-4814 | 781.641.1783 |
| Meade        | Alison      | 25 Recreation Park Drive, Suite 210       | Hingham          | MA    | 02043-4255 | 413.575.6911 |
| Gerhardson   | Brian       | 546 Tremont Street                        | Boston           | MA    | 02116-6314 | 617.426.3416 |
| Marken       | Anthony     | 465 Waverley Oaks Rd Ste 211, Ste 290     | Waltham          | MA    | 02452-8466 | 781.996.3026 |
| Kenney       | Ellen       | 11 Water St, Ste 2A                       | Arlington        | MA    | 02476-4814 | 781.641.1783 |
| Flynn        | Joseph      | 229 Billerica Road, 2nd Floor             | Chelmsford       | MA    | 01824-3632 | 978.250.0993 |
| Kelly        | John        | 11 Water St, Ste 2A                       | Arlington        | MA    | 02476-4814 | 781.641.1783 |
| Colonna      | Mark        | 6 Rock Hill Place                         | Methuen          | MA    | 01844-2680 | 978.682.8384 |
| Forcier      | James       | 465 Waverley Oaks Rd Ste 211, Ste 290     | Waltham          | MA    | 02452-8466 | 781.996.3026 |
| Gaudino      | William     | 10 New England Bus Ctr Dr, Ste 109        | Andover          | MA    | 01810-1024 | 978.269.6344 |
| Kutz         | Jeffrey     | 10 New England Bus Ctr Dr, Ste 109        | Andover          | MA    | 01810-1024 | 978.269.6344 |
| Nolan        | Carolyn     | 48 Mount Vernon St Ste 300                | Winchester       | MA    | 01890-2723 | 781.604.3001 |
| Heenan       | Daniel      | 11 Water St, Ste 2A                       | Arlington        | MA    | 02476-4814 | 781.641.1783 |
| Connolly     | Sean        | 10 New England Bus Ctr Dr, Ste 109        | Andover          | MA    | 01810-1024 | 978.269.6344 |
| Da Cunha     | Darrel      | 18 Shipyard Dr Unit 2A                    | Hingham          | MA    | 02043-1670 | 617.367.1120 |
| Gray         | Jennifer    | 48 Mount Vernon St Ste 300                | Winchester       | MA    | 01890-2723 | 781.604.3001 |
| Duval        | Thomas      | 18 Shipyard Dr Unit 2A                    | Hingham          | MA    | 02043-1670 | 617.367.1120 |
| Greene       | Paul        | 25 Recreation Park Drive, Suite 210       | Hingham          | MA    | 02043-4255 | 413.575.6911 |
| Carlson      | Kurt        | 30 Nagog Park Ste 202                     | Acton            | MA    | 01720-3438 | 978.577.6191 |

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|---------------|-------------|--------------------------------|------------------|-------|------------|--------------|
| Kiefer        | Brian       | 11 Water St, Ste 2A            | Arlington        | MA    | 02476-4814 | 781.641.1783 |
| Pierce        | Joseph      | 15 Caswell Ln Ste 1            | Plymouth         | MA    | 02360-4063 | 508.830.4641 |
| Rizzo         | Mark        | 20 Cabot Blvd Suite 300        | Mansfield        | MA    | 02048-1158 | 508.618.1327 |
| Mullane       | Jason       | 1782 Main St, PO Box 574       | Athol            | MA    | 01331-0574 | 978.249.4322 |
| Catalfamo     | Andrew      | 255 Park Ave, Ste 906          | Worcester        | MA    | 01609-1984 | 508.796.0088 |
| Bacchetta     | David       | 415 Boston Tpke, Ste 200       | Shrewsbury       | MA    | 01545-3414 | 508.842.3013 |
| Mina          | Peter       | 324 Grove St                   | Worcester        | MA    | 01605-3936 | 508.796.0027 |
| Kane          | Josh        | 255 Park Ave, Ste 906          | Worcester        | MA    | 01609-1984 | 508.796.0088 |
| Maloney-Hagel | Karen       | 324 Grove St                   | Worcester        | MA    | 01605-3936 | 508.796.0027 |
| Garand        | Irene       | 113 Main St, Ste 3             | Sturbridge       | MA    | 01566-1280 | 774.304.1501 |
| Mehta         | Rohan       | 5 Mount Royal Ave, Ste 180     | Marlborough      | MA    | 01752-1900 | 508.481.0895 |
| Alvanos       | Susan       | 1349 Springfield St            | Feeding Hills    | MA    | 01030-2118 | 413.821.9380 |
| Goodwin       | Alfred      | 48 Federal St                  | Greenfield       | MA    | 01301-2536 | 413.772.0882 |
| Silvernail    | Paul        | 94 N Elm St, Ste 304           | Westfield        | MA    | 01085-1641 | 413.572.1114 |
| Alvanos       | Charles     | 1349 Springfield St            | Feeding Hills    | MA    | 01030-2118 | 413.821.9380 |
| Whitestone    | Kenneth     | 21 Henry Ave, Ste 2            | Pittsfield       | MA    | 01201-6722 | 413.499.7069 |
| Adams         | Linda       | 130 College Street Ste 202     | South Hadley     | MA    | 01075-1534 | 413.540.0377 |
| De Celle      | Mark        | 80 Maple Ave, Ste 6            | Great Barrington | MA    | 01230-1939 | 413.644.3270 |
| Shine         | Travis      | 48 Federal St                  | Greenfield       | MA    | 01301-2536 | 413.772.0882 |
| Cheung        | Allen       | 200 N Main St, Ste 1202        | East Longmeadow  | MA    | 01028-2399 | 413.525.7025 |
| Hannah        | David       | 200 N Main St, Ste 1202        | East Longmeadow  | MA    | 01028-2399 | 413.525.7025 |
| Hensch        | Jamie       | 200 N Main St, Ste 1202        | East Longmeadow  | MA    | 01028-2399 | 413.525.7025 |
| Farnham       | Jonathan    | 47 George Ryder Rd, PO Box 602 | Chatham          | MA    | 02633-0602 | 508.945.8700 |
| Clarke        | Karyn       | 260 Boston Post Rd, Suite 6B   | Wayland          | MA    | 01778-1889 | 508.276.1263 |
| Snapp         | Adrienne    | 260 Boston Post Rd, Suite 6B   | Wayland          | MA    | 01778-1889 | 508.276.1263 |
| Costa         | Michael     | 10 Cedar St Ste 33             | Woburn           | MA    | 01801-6365 | 781.938.9911 |
| Miller        | Richard     | 60 Walnut St, Ste 4            | Wellesley        | MA    | 02481-2103 | 617.607.3366 |
| Lanahan       | John        | 501 Providence Hwy             | Norwood          | MA    | 02062-4954 | 781.349.8440 |
| Reardon       | Thomas      | 501 Providence Hwy             | Norwood          | MA    | 02062-4954 | 781.349.8440 |
| Bodnar        | Andrew      | 175 Andover St, Ste 201        | Danvers          | MA    | 01923-1443 | 978.777.6500 |
| Mahoney       | Daniel      | 175 Andover St, Ste 201        | Danvers          | MA    | 01923-1443 | 978.777.6500 |
| Hart          | Paul        | 22 S Main St, Ste 1            | Topsfield        | MA    | 01983-1835 | 978.887.8838 |
| Matta         | Joseph      | 175 Andover St, Ste 201        | Danvers          | MA    | 01923-1443 | 978.777.6500 |
| Miller        | Jeffrey     | 175 Andover St, Ste 201        | Danvers          | MA    | 01923-1443 | 978.777.6500 |
| Curtin        | John        | 175 Andover St, Ste 201        | Danvers          | MA    | 01923-1443 | 978.777.6500 |
| Corkum        | Yon         | 401 Edgewater Pl, Ste 110      | Wakefield        | MA    | 01880-6210 | 617.275.2641 |
| Fuerstnau     | James       | 175 Andover St, Ste 201        | Danvers          | MA    | 01923-1443 | 978.777.6500 |
| Fifield       | Timothy     | 401 Edgewater Pl, Ste 110      | Wakefield        | MA    | 01880-6210 | 617.275.2641 |
| Mccarren      | Brian       | 40 Tioga Way Suite 260         | Marblehead       | MA    | 01945-5501 | 617.331.9944 |
| Arouth        | Jeffrey     | 175 Andover St, Ste 201        | Danvers          | MA    | 01923-1443 | 978.777.6500 |
| Mc Nulty      | Francis     | 99 Derby St Ste 301            | Hingham          | MA    | 02043-4216 | 781.740.1288 |
| Eaves         | Andrew      | 99 Derby St Ste 301            | Hingham          | MA    | 02043-4216 | 781.740.1288 |
| Devilly       | William     | 175 Derby St, Unit 1           | Hingham          | MA    | 02043-4035 | 781.749.7747 |
| Da Cunha      | Antonio     | 99 Derby St Ste 301            | Hingham          | MA    | 02043-4216 | 781.740.1288 |
| Doherty       | James       | 99 Derby St Ste 301            | Hingham          | MA    | 02043-4216 | 781.740.1288 |
| Aitken        | Elizabeth   | 99 Derby St Ste 301            | Hingham          | MA    | 02043-4216 | 781.740.1288 |
| Angers        | Christopher | 5 Assinippi Ave                | Norwell          | MA    | 02061-2438 | 781.875.3051 |
| Previte       | Paul        | 5 Assinippi Ave                | Norwell          | MA    | 02061-2438 | 781.875.3051 |
| Di Carlo      | Michael     | 662 State Rd                   | North Dartmouth  | MA    | 02747-1808 | 508.717.3245 |
| Carter        | Luke        | 275 Martine St, Ste 302        | Fall River       | MA    | 02723-1500 | 508.837.6443 |
| Illingsworth  | Scott       | 275 Martine St, Ste 300        | Fall River       | MA    | 02723-1500 | 508.916.2480 |
| Muldoon       | Asta        | 3 Upland Way, Ste 302          | Mattapoisett     | MA    | 02739-1519 | 508.916.2337 |
| Borges        | Neal        | 275 Martine St, Ste 302        | Fall River       | MA    | 02723-1500 | 508.837.6443 |
| Blanchard     | Jillian     | 275 Martine St, Ste 300        | Fall River       | MA    | 02723-1500 | 508.916.2480 |
| Pippitt       | Thomas      | 275 Martine St, Ste 302        | Fall River       | MA    | 02723-1500 | 508.837.6443 |
| Drouin        | Alfred      | 1333 Main St Ste H             | Walpole          | MA    | 02081-1756 | 781.444.2727 |
| Holzman       | Eileen      | 1333 Main St Ste H             | Walpole          | MA    | 02081-1756 | 781.444.2727 |
| Altenhoff     | Marc        | 271 Waverly Oaks Rd, Ste 200   | Waltham          | MA    | 02452-8475 | 617.715.9890 |
| Indelicato    | Melissa     | 230 2nd Ave Ste 120            | Waltham          | MA    | 02451-1124 | 781.622.9900 |
| Anastopoulos  | George      | 275 Grove St, Ste 1W-305       | Auburndale       | MA    | 02466-2272 | 617.500.4957 |
| Wilson        | Daniel      | 275 Grove St, Ste 1W-305       | Auburndale       | MA    | 02466-2272 | 617.500.4957 |
| Gage          | Douglas     | 450 Lexington St Ste 202       | Auburndale       | MA    | 02466-1921 | 617.500.4225 |
| Agelopoulos   | Dean        | 3 Allied Dr, Ste 303           | Dedham           | MA    | 02026-6148 | 781.742.7201 |
| Schapira      | Charles     | 76-78 Airline Rd, Unit C       | South Dennis     | MA    | 02660-2518 | 508.385.9100 |
| Work          | Bruce       | 800 Main Street, PO Box 931    | Dennis           | MA    | 02638-1904 | 508.385.3556 |
| Donahue       | Joan        | 1 Hollis St, Ste 450           | Wellesley        | MA    | 02482-4683 | 781.235.9952 |
| Petrik        | Christopher | 100 Grandview Rd, Ste 210      | Braintree        | MA    | 02184-2692 | 781.817.6750 |
| Christmas     | Rhoda       | 180 Paramount Dr, Ste 2        | Raynham          | MA    | 02767-1001 | 508.824.3655 |

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|------------------|-------------|---|-----------------|-------|------------|--------------|
| Civale           | Christopher | 180 Paramount Dr, Ste 2                       | Raynham         | MA    | 02767-1001 | 508.824.3655 |
| Forman           | Barry       | 180 Paramount Dr, Ste 2                       | Raynham         | MA    | 02767-1001 | 508.824.3655 |
| Slavin           | Alan        | 1244 Broadway Unit 5                          | Raynham         | MA    | 02767-1973 | 781.828.8600 |
| Durfee           | Peter       | 180 Paramount Dr, Ste 2                       | Raynham         | MA    | 02767-1001 | 508.824.3655 |
| Ben Yahia        | Mohamed     | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Fahel            | Bassam      | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Partyka          | Jason       | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Ahmad            | Aftab       | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Allen            | Denise      | 8601 Georgia Ave Ste 910                      | Silver Spring   | MD    | 20910-3440 | 301.587.6700 |
| Valle            | Christopher | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Hurwitz          | David       | 4800 Montgomery Ln Ste 620                    | Bethesda        | MD    | 20814-3429 | 301.263.8507 |
| Thoms            | Brian       | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Martin           | Joseph      | 8601 Georgia Ave Ste 910                      | Silver Spring   | MD    | 20910-3440 | 301.587.6700 |
| Brostrom         | Ilene       | 4800 Montgomery Ln Ste 620                    | Bethesda        | MD    | 20814-3429 | 301.263.8507 |
| Hemsley          | Joseph      | 7315 Wisconsin Ave Ste 609E                   | Bethesda        | MD    | 20814-3231 | 301.320.1474 |
| Berlin           | Mitchell    | 4800 Montgomery Ln Ste 620                    | Bethesda        | MD    | 20814-3429 | 301.263.8507 |
| Tilghman         | Edward      | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Beriss           | Michael     | 7910 Woodmont Ave Ste 1214                    | Bethesda        | MD    | 20814-7024 | 301.320.1462 |
| Brandriss        | Levi        | 4800 Montgomery Ln Ste 620                    | Bethesda        | MD    | 20814-3429 | 301.263.8507 |
| Mc Geever        | Daniel      | 6112 Oberlin Avenue                           | Glen Echo       | MD    | 20812-1207 | 301.320.1342 |
| Hersh            | Steven      | 6112 Oberlin Avenue                           | Glen Echo       | MD    | 20812-1207 | 301.320.1342 |
| Lupica           | Leonard     | 6 Montgomery Village Ave, Ste 640             | Gaithersburg    | MD    | 20879-3516 | 301.320.1473 |
| Saavedra         | Maximiliano | 6701 Democracy Blvd Ste 200                   | Bethesda        | MD    | 20817-7516 | 301.320.1480 |
| Williams         | Mark        | 4800 Montgomery Ln Ste 620                    | Bethesda        | MD    | 20814-3429 | 301.263.8507 |
| Hoffman          | Benjamin    | 6115 Falls Rd Ste PH                          | Baltimore       | MD    | 21209-2219 | 410.308.6108 |
| Hoffman          | Steven      | 6115 Falls Rd Ste PH                          | Baltimore       | MD    | 21209-2219 | 410.308.6108 |
| Keenan           | Scott       | 6115 Falls Rd Ste PH                          | Baltimore       | MD    | 21209-2219 | 410.308.6108 |
| Perloth          | Howard      | 2400 Research Blvd Ste 110                    | Rockville       | MD    | 20850-3238 | 301.670.5505 |
| Moore            | Danielle    | 2324 N Zion Rd Ste 109                        | Salisbury       | MD    | 21801-2572 | 410.860.1137 |
| Herring          | Edward      | 11350 McCormick Rd, Executive Plaza I Ste 500 | Hunt Valley     | MD    | 21031-1002 | 410.771.5522 |
| Niedzwiecki      | Michael     | 211 Fulford Avenue                            | Bel Air         | MD    | 21014-3813 | 410.838.7526 |
| Juergensen       | Richard     | 11350 McCormick Rd, Executive Plaza I Ste 500 | Hunt Valley     | MD    | 21031-1002 | 410.771.5522 |
| Pearlstein       | Jonathan    | 954 Ridgebrook Rd, Suite 200                  | Sparks          | MD    | 21152-9470 | 443.541.4665 |
| Korah            | John        | 11350 McCormick Rd, Executive Plaza I Ste 500 | Hunt Valley     | MD    | 21031-1002 | 410.771.5522 |
| Brown            | Melford     | 1122 Kenilworth Dr Ste 410                    | Towson          | MD    | 21204-2624 | 410.583.1115 |
| Galligan-Stierle | Joel        | 201 W Padonia Rd Ste 303                      | Timonium        | MD    | 21093-2112 | 410.878.2488 |
| Sommerfield      | Michael     | 954 Ridgebrook Rd, Suite 200                  | Sparks          | MD    | 21152-9470 | 443.541.4665 |
| Falkowitz        | Scott       | 954 Ridgebrook Rd, Suite 200                  | Sparks          | MD    | 21152-9470 | 443.541.4665 |
| Haley            | John        | 201 W Padonia Rd Ste 303                      | Timonium        | MD    | 21093-2112 | 410.878.2488 |
| Hurt             | Charles     | 201 W Padonia Rd Ste 303                      | Timonium        | MD    | 21093-2112 | 410.878.2488 |
| Felsenfeld       | Eric        | 2600 Tower Oaks Boulevard, Suite 220          | Rockville       | MD    | 20852-4221 | 240.395.4420 |
| Sweitzer         | Jason       | 20768 Garrett Hwy, PO BOX 615                 | Oakland         | MD    | 21550-7200 | 240.226.3800 |
| Campbell         | Karl        | 6700 Alexander Bell Dr, Ste 200               | Columbia        | MD    | 21046-2105 | 443.873.1485 |
| Gyabaah          | Kojo        | 3717 Decatur Avenue, Ste 2                    | Kensington      | MD    | 20895-2148 | 301.949.6595 |
| Schwartz         | Brad        | 300 Red Brook Blvd Ste 320                    | Owings Mills    | MD    | 21117-5144 | 301.876.4925 |
| Behnam           | Anna        | 6010 Executive Blvd, Ste 1000                 | Rockville       | MD    | 20852-3809 | 301.284.8800 |
| Faghani          | Rod         | 8815 Ridge Rd                                 | Bethesda        | MD    | 20817-3235 | 800.884.5059 |
| Perschke         | Eric        | 3717 Decatur Avenue, Ste 2                    | Kensington      | MD    | 20895-2148 | 301.949.6595 |
| Hills            | Gregory     | 9210 Corporate Blvd Ste 240                   | Rockville       | MD    | 20850-6221 | 301.330.6630 |
| Hart             | John        | 9210 Corporate Blvd Ste 240                   | Rockville       | MD    | 20850-6221 | 301.330.6630 |
| Lohff            | David       | 101 Charles St Ste 106, PO Box 672            | La Plata        | MD    | 20646-0672 | 301.934.9219 |
| Zsakany          | Richard     | 4800 Montgomery Ln Ste 250                    | Bethesda        | MD    | 20814-3429 | 301.320.1485 |
| Harris           | Bobby       | 4800 Montgomery Ln Ste 250                    | Bethesda        | MD    | 20814-3429 | 301.320.1485 |
| Krzywicki        | George      | 4800 Montgomery Ln Ste 250                    | Bethesda        | MD    | 20814-3429 | 301.320.1485 |
| Miller           | Mark        | 1614 E Churchville Rd, Ste 101A               | Bel Air         | MD    | 21015-2050 | 410.638.6389 |
| Richman          | Gary        | 300 Red Brook Blvd Ste 320                    | Owings Mills    | MD    | 21117-5144 | 301.876.4925 |
| Davis            | Ian         | 5850 Waterloo Rd, Ste 200                     | Columbia        | MD    | 21045-1999 | 410.997.3723 |
| Heidenberg       | Timothy     | 5550 Sterrett Pl, Ste 216                     | Columbia        | MD    | 21044-2626 | 410.997.3723 |
| Furnary          | James       | 3525 Ellicott Mills Dr, Ste H106              | Ellicott City   | MD    | 21043-4506 | 410.203.0100 |
| Raghu            | Anne        | 11000 Riverview Rd                            | Fort Washington | MD    | 20744-5854 | 202.658.9286 |
| Hrab             | Walter      | 10440 Little Patuxent Pkwy, Ste 338           | Columbia        | MD    | 21044-3561 | 410.884.4011 |
| Morgan           | William     | 6011 University Blvd Ste 300                  | Ellicott City   | MD    | 21043-6074 | 410.418.9800 |
| Dixit            | Ravindra    | 5070 Dorsey Hall Dr, Ste 101                  | Ellicott City   | MD    | 21042-7711 | 443.421.0076 |
| Hoen             | Christopher | 9928 Old Ocean City Blvd, Ste 5               | Berlin          | MD    | 21811-1168 | 410.629.0947 |
| Green            | Renee       | 1786 Generals Hwy                             | Annapolis       | MD    | 21401-6483 | 800.573.1759 |
| Sunday           | Douglas     | 531 Penny Lane                                | Cockeysville    | MD    | 21030-2758 | 410.667.8953 |
| Murphy           | John        | 130 Admiral Cochrane Dr, Ste 102              | Annapolis       | MD    | 21401-7368 | 443.782.4160 |
| Pasta            | Thomas      | 711 Bestgate Rd, Ste 201                      | Annapolis       | MD    | 21401-2763 | 410.224.7583 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last             | First       | Address                                 | City                | State | Zip Code   | Bus Phone    |
|------------------|-------------|---|---------------------|-------|------------|--------------|
| Kirk             | Andrea      | 2014 S Tollgate Rd, Ste 202             | Bel Air             | MD    | 21015-5904 | 410.569.7050 |
| Collett          | Donald      | 180 Admiral Cochrane Dr, Ste 550        | Annapolis           | MD    | 21401-8411 | 443.837.0017 |
| Saunders         | Robert      | 180 Admiral Cochrane Dr, Ste 550        | Annapolis           | MD    | 21401-8411 | 443.837.0017 |
| Moser            | Christopher | 8825 Stanford Blvd Ste 200              | Columbia            | MD    | 21045-4757 | 410.715.2506 |
| Lavorini         | Larry       | 877 Baltimore Annapolis Blvd, Ste 315   | Severna Park        | MD    | 21146-4712 | 410.975.9777 |
| Costigan         | Michael     | 8825 Stanford Blvd Ste 200              | Columbia            | MD    | 21045-4757 | 410.715.2506 |
| Ritsinias        | Spyros      | 1819 Bay Ridge Ave, Ste 260             | Annapolis           | MD    | 21403-2835 | 410.280.5554 |
| Langelo          | Anthony     | 877 Baltimore Annapolis Blvd, Ste 315   | Severna Park        | MD    | 21146-4712 | 410.975.9777 |
| Thomas           | James       | 180 Admiral Cochrane Dr, Ste 550        | Annapolis           | MD    | 21401-8411 | 443.837.0017 |
| Solomon          | David       | 8825 Stanford Blvd Ste 200              | Columbia            | MD    | 21045-4757 | 410.715.2506 |
| Brooks           | Danielle    | 1819 Bay Ridge Ave, Ste 260             | Annapolis           | MD    | 21403-2835 | 410.280.5554 |
| Avrunin          | Brian       | 8825 Stanford Blvd Ste 200              | Columbia            | MD    | 21045-4757 | 410.715.2506 |
| Price            | Jamie       | 6755 Business Pkwy, Ste 308             | Elkridge            | MD    | 21075-6740 | 410.729.9084 |
| James            | Benjamin    | 8825 Stanford Blvd Ste 200              | Columbia            | MD    | 21045-4757 | 410.715.2506 |
| Ackerson         | Steven      | 877 Baltimore Annapolis Blvd, Ste 315   | Severna Park        | MD    | 21146-4712 | 410.975.9777 |
| Hukmani          | Bhavik      | 6755 Business Pkwy Ste 102              | Elkridge            | MD    | 21075-6856 | 410.916.5628 |
| Plant            | Richard     | 8825 Stanford Blvd Ste 200              | Columbia            | MD    | 21045-4757 | 410.715.2506 |
| Schad            | Stephen     | 877 Baltimore Annapolis Blvd, Ste 315   | Severna Park        | MD    | 21146-4712 | 410.975.9777 |
| Carlson          | Jeffrey     | 10025 Governor Warfield Pkwy, Ste 209   | Columbia            | MD    | 21044-3330 | 410.740.8000 |
| Mc Garvey        | Christopher | 180 Admiral Cochrane Dr, Ste 550        | Annapolis           | MD    | 21401-8411 | 443.837.0017 |
| Haley            | Preal       | 7711 Belle Point Drive                  | Greenbelt           | MD    | 20770-3300 | 301.982.1206 |
| Dubinski         | Joseph      | 180 Admiral Cochrane Dr, Ste 550        | Annapolis           | MD    | 21401-8411 | 443.837.0017 |
| Repko            | David       | 9515 Deereco Rd, Ste 303                | Timonium            | MD    | 21093-2116 | 410.823.8933 |
| Rosenthal        | David       | 877 Baltimore Annapolis Blvd, Ste 315   | Severna Park        | MD    | 21146-4712 | 410.975.9777 |
| Shuck            | Michael     | 2014 S Tollgate Rd, Ste 202             | Bel Air             | MD    | 21015-5904 | 410.569.7050 |
| Kuczynski        | Justin      | 8825 Stanford Blvd Ste 200              | Columbia            | MD    | 21045-4757 | 410.715.2506 |
| Bollhorst        | Lee         | 711 Bestgate Rd, Ste 201                | Annapolis           | MD    | 21401-2763 | 410.224.7583 |
| Kujawski         | James       | 1616 Forest Dr Ste 5                    | Annapolis           | MD    | 21403-1019 | 410.627.8599 |
| Dunckel          | Sarah       | 150 Capitol St Ste 1                    | Augusta             | ME    | 04330-6858 | 207.213.6007 |
| Lemieux          | Scott       | 409 Bath Rd                             | Brunswick           | ME    | 04011-2633 | 207.729.0734 |
| Chambers         | David       | 10 Plaza Dr Ste 105, PO Box 468         | Scarborough         | ME    | 04074-1801 | 207.289.1003 |
| Hagstrom         | Donald      | 105 Main Street, Suite 1                | Bangor              | ME    | 04401-6307 | 207.942.2367 |
| Daggett          | Leigh       | 15 Sky View Dr Ste 102                  | Cumberland Foreside | ME    | 04110-1339 | 207.805.1111 |
| Daggett          | Robert      | 15 Sky View Dr Ste 102                  | Cumberland Foreside | ME    | 04110-1339 | 207.805.1111 |
| Edgar            | Thomas      | 45 Forest Falls Dr, Ste B1              | Yarmouth            | ME    | 04096-6999 | 207.846.1175 |
| Maki             | Michelle    | 2 Skyline Drive, PO Box 119             | Jay                 | ME    | 04239-0119 | 207.897.5117 |
| Gardner          | David       | 45 Forest Falls Dr, Ste B1              | Yarmouth            | ME    | 04096-6999 | 207.846.1175 |
| Auger            | Roger       | Centervale Farm Ste 110, 200 US Route 1 | Scarborough         | ME    | 04074-6002 | 207.883.4200 |
| Riley            | Sean        | 215 Foreside Rd                         | Falmouth            | ME    | 04105-1726 | 207.899.2660 |
| Gilbert-Tondreau | Carol       | 60 S Chestnut St                        | Augusta             | ME    | 04330-7224 | 207.213.6138 |
| Bonney           | Jeffrey     | 24 Portland Rd, Ste 8                   | Kennebunk           | ME    | 04043-6747 | 207.985.6543 |
| Hoenig           | Lance       | 5 Bradeen St, Ste 100                   | Springvale          | ME    | 04083-1901 | 207.324.4560 |
| Lamb             | James       | 200 US Route 1 Ste 111                  | Scarborough         | ME    | 04074-6002 | 207.289.1280 |
| Hughes           | John        | 5 Ward St                               | Scarborough         | ME    | 04074-9520 | 207.883.4434 |
| Deane            | Jay         | 105 Main Street, Suite 1                | Bangor              | ME    | 04401-6307 | 207.942.2367 |
| Hersey           | Joseph      | 45 Forest Falls Dr, Ste B1              | Yarmouth            | ME    | 04096-6999 | 207.846.1175 |
| Lawler           | Patrick     | 10 Plaza Dr Ste 105, PO Box 468         | Scarborough         | ME    | 04074-1801 | 207.289.1003 |
| Simard           | Matthew     | 2 Great Falls Plz Ste 6B-4              | Auburn              | ME    | 04210-5966 | 207.784.0700 |
| Tuell            | Michael     | 23 Water St Ste 405 Key Plaza           | Bangor              | ME    | 04401-6395 | 207.307.7718 |
| Farago           | David       | 27 Bowdoin St                           | Manchester          | ME    | 04351-3554 | 207.466.3220 |
| Martin           | Michael     | 11 Main Street Ste 103                  | Fort Kent           | ME    | 04743-1250 | 207.551.0904 |
| Matatov          | Vadim       | 5440 Corporate Dr Ste 205A              | Troy                | MI    | 48098-2646 | 248.244.8177 |
| Bratta           | Stephen     | 5440 Corporate Dr Ste 205               | Troy                | MI    | 48098-2646 | 248.244.8177 |
| Zimmerman        | Eric        | 901 Wilshire Dr Ste 350                 | Troy                | MI    | 48084-5606 | 248.509.0077 |
| Ferhadson        | Kevin       | 901 Wilshire Dr Ste 350                 | Troy                | MI    | 48084-5606 | 248.509.0077 |
| Botti            | Alicia      | 28175 Haggerty Rd                       | Novi                | MI    | 48377-2903 | 248.277.3042 |
| Vernon           | Kenneth     | 2000 Town Ctr Ste 1900                  | Southfield          | MI    | 48075-1152 | 248.233.0791 |
| Potter           | Robert      | 5440 Corporate Dr Ste 205A              | Troy                | MI    | 48098-2646 | 248.244.8177 |
| Bryant           | Ralph       | 20700 Civic Center Dr Ste 160           | Southfield          | MI    | 48076-4140 | 248.327.7497 |
| Cooper           | Thomas      | 901 Wilshire Dr Ste 350                 | Troy                | MI    | 48084-5606 | 248.509.0077 |
| Whitbeck         | Anthony     | 5440 Corporate Dr Ste 205               | Troy                | MI    | 48098-2646 | 248.244.8177 |
| Kaminski         | David       | 545 N Main St, Ste 201                  | Milford             | MI    | 48381-5110 | 248.685.2685 |
| Bologna          | Frank       | 2701 Troy Center Dr, Ste 291            | Troy                | MI    | 48084-4741 | 248.269.8000 |
| Du Charne        | Steven      | 2701 Troy Center Dr, Ste 291            | Troy                | MI    | 48084-4741 | 248.269.8000 |
| Schaefer-Sergio  | Amy         | 390 Amelia Cir                          | South Lyon          | MI    | 48178-8204 | 248.842.9997 |
| Kapur            | Divisha     | 31700 Telegraph Rd Ste 220              | Bingham Farms       | MI    | 48025-3466 | 248.207.7273 |
| Joshi            | Gaurang     | 28592 Orchard Lake Rd Ste 306           | Farmington Hills    | MI    | 48334-2903 | 734.761.7000 |
| Bell             | Timothy     | 31555 W 14 Mile Rd Ste 300              | Farmington Hills    | MI    | 48334-1288 | 248.626.1600 |

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|----------------|-----------|--|------------------|-------|------------|--------------|
| Furlotte       | Eric      | 33493 W 14 Mile Rd Ste 80              | Farmington Hills | MI    | 48331-1587 | 248.918.2333 |
| Voyles         | Gregory   | 31555 W 14 Mile Rd Ste 300             | Farmington Hills | MI    | 48334-1288 | 248.626.1600 |
| Singh          | Neeta     | 31555 W 14 Mile Rd Ste 300             | Farmington Hills | MI    | 48334-1288 | 248.626.1600 |
| Pozdol         | Daniel    | 31555 W 14 Mile Rd Ste 300             | Farmington Hills | MI    | 48334-1288 | 248.626.1600 |
| Amaya          | Victor    | 1985 Talamore Ct SE                    | Grand Rapids     | MI    | 49546-9017 | 616.318.9975 |
| Wit            | George    | 3347 Eagle Run Dr NE, Ste C            | Grand Rapids     | MI    | 49525-7054 | 616.726.1452 |
| Fiorenzo       | Michael   | 3347 Eagle Run Dr NE, Ste C            | Grand Rapids     | MI    | 49525-7054 | 616.726.1452 |
| Mysliwiec      | Paul      | 3351 Eagle Run Dr NE Ste D             | Grand Rapids     | MI    | 49525-7070 | 616.363.3489 |
| Sanford        | James     | 3347 Eagle Run Dr NE, Ste C            | Grand Rapids     | MI    | 49525-7054 | 616.726.1452 |
| Smith          | Amy       | 26200 Town Center Dr, Ste 250          | Novi             | MI    | 48375-2150 | 248.349.4540 |
| Smith          | Thomas    | 41850 W 11 Mile Rd Ste 207, Ste 250    | Novi             | MI    | 48375-1820 | 248.924.9100 |
| Kish           | John      | 325 N Center St, Ste 100               | Northville       | MI    | 48167-2764 | 248.348.0080 |
| Fitzsimmons    | Michael   | 17197 N Laurel Park Dr, Ste 138        | Livonia          | MI    | 48152-7914 | 734.432.6444 |
| Wallace        | Jeffrey   | 527 Huron Ave                          | Port Huron       | MI    | 48060-3805 | 810.987.5370 |
| Beatty         | Steven    | 527 Huron Ave                          | Port Huron       | MI    | 48060-3805 | 810.987.5370 |
| Lang           | James     | 1537 E Hill Rd, Ste 150                | Grand Blanc      | MI    | 48439-5192 | 810.695.3960 |
| Betts          | David     | 527 Huron Ave                          | Port Huron       | MI    | 48060-3805 | 810.987.5370 |
| Pauldine       | Debra     | 1537 E Hill Rd, Ste 150                | Grand Blanc      | MI    | 48439-5192 | 810.695.3960 |
| Hausch-Cooper  | Dawn      | 8455 S Saginaw St, Ste 101             | Grand Blanc      | MI    | 48439-2087 | 810.579.2838 |
| Nicholas       | Scott     | 1537 E Hill Rd, Ste 150                | Grand Blanc      | MI    | 48439-5192 | 810.695.3960 |
| Thomason       | Alyssa    | 1537 E Hill Rd, Ste 150                | Grand Blanc      | MI    | 48439-5192 | 810.695.3960 |
| Kiser          | Maryann   | 418 Lake Nepessing Rd                  | Lapeer           | MI    | 48446-2961 | 810.667.4190 |
| Kokaly         | Jason     | 5402 Gateway Ctr, Ste E                | Flint            | MI    | 48507-3918 | 810.407.8496 |
| Cargill        | Lisa      | 6701 Old 28th St SE Ste A              | Grand Rapids     | MI    | 49546-6937 | 616.682.5103 |
| Revett         | Robert    | 3337 S Airport Rd W, Ste 4             | Traverse City    | MI    | 49684-7927 | 231.947.6700 |
| Osborne        | Shaun     | 600 Charlevoix Ave                     | Petoskey         | MI    | 49770-2287 | 231.439.0911 |
| Mirza          | Alan      | 6435 28th Ave                          | Hudsonville      | MI    | 49426-9313 | 616.662.0420 |
| Harmon         | Phillip   | 5863 S Warner Ave, Ste 1               | Fremont          | MI    | 49412-9275 | 231.924.8780 |
| Kildee         | William   | 13919 S West Bayshore Dr, Ste 105A     | Traverse City    | MI    | 49684-6204 | 231.935.1457 |
| Huizenga       | Timothy   | 44 E 8th St, Ste 215                   | Holland          | MI    | 49423-3531 | 616.392.6614 |
| Mc Manus       | Claude    | 975 3 Mile Rd NW, Ste 12               | Grand Rapids     | MI    | 49544-1681 | 616.647.8638 |
| Frattallone    | Sylvia    | 6300 Fulton St E                       | Ada              | MI    | 49301-9038 | 616.682.5000 |
| Timmer         | Brian     | 2856 Port Sheldon St                   | Hudsonville      | MI    | 49426-9314 | 616.379.5248 |
| Tran           | Anh       | 4362 Cascade Rd SE Ste 111             | Grand Rapids     | MI    | 49546-3670 | 616.957.8991 |
| Mosson         | R Dennis  | 4362 Cascade Rd SE Ste 111, Ste 205    | Grand Rapids     | MI    | 49546-3670 | 616.957.8991 |
| Hendon         | Nicholas  | 240 Northland Dr NE, Ste B             | Rockford         | MI    | 49341-1042 | 855.885.1644 |
| Willis         | Jaycob    | 7700 Byron Center Ave SW               | Byron Center     | MI    | 49315-9468 | 616.209.5206 |
| Kuennen        | Jason     | 7700 Byron Center Ave SW               | Byron Center     | MI    | 49315-9468 | 616.209.5206 |
| Bosko          | Lee       | 983 Lincoln Ave                        | Holland          | MI    | 49423-5389 | 616.294.3543 |
| Caballero      | Adam      | 103 E Main St                          | Milan            | MI    | 48160-1249 | 734.368.8871 |
| Wielinga       | Mark      | 700 Terrace Point Dr, Ste 300          | Muskegon         | MI    | 49440-1182 | 231.642.9014 |
| Boyer          | Casey     | 9052 E 13th St Unit D                  | Cadillac         | MI    | 49601-8258 | 231.876.8225 |
| Stotenbur      | James     | 526 South Creyts Rd, Ste D             | Lansing          | MI    | 48917-8263 | 517.323.4877 |
| Milosavljevski | Stephanie | 2139 Commons Pkwy, Ste B               | Okemos           | MI    | 48864-3987 | 517.253.8563 |
| Sommer         | Brian     | 2182 Commons Pkwy                      | Okemos           | MI    | 48864-3986 | 517.349.2880 |
| Granda         | Megan     | 2205 Trautner Dr Ste 201               | Saginaw          | MI    | 48604-8201 | 989.921.4868 |
| Sloan          | Mark      | 2384 S I-75 Business Loop              | Grayling         | MI    | 49738-2041 | 517.348.8232 |
| Dollard        | Benjamin  | 1152 James Savage Rd                   | Midland          | MI    | 48640-5651 | 989.835.2680 |
| Piersall       | John      | 4855 State St, Ste 5                   | Saginaw          | MI    | 48603-3891 | 989.921.4982 |
| Heinze         | Bryan     | 235 W Taft Rd, Ste 200                 | Ashley           | MI    | 48806-9612 | 989.838.2565 |
| Mantyla        | Timothy   | 104 E Indian St                        | Midland          | MI    | 48640-5286 | 989.631.9270 |
| Dijak          | Timothy   | 4855 State St, Ste 5                   | Saginaw          | MI    | 48603-3891 | 989.921.4982 |
| Leroy          | Lee       | 3232 Fashion Square Blvd               | Saginaw          | MI    | 48603-2461 | 989.355.1060 |
| Winter         | Tony      | 801 Joe Mann Blvd Ste P16              | Midland          | MI    | 48642-8909 | 989.430.9896 |
| Schepper       | Corey     | 3080 Orchard Lake Rd Ste E             | Keego Harbor     | MI    | 48320-1269 | 248.721.8590 |
| Sriram         | Sankaran  | 5700 Crooks Rd Ste 420                 | Troy             | MI    | 48098-2826 | 248.780.4690 |
| Mihaescu       | Dan       | 24280 Woodward Ave                     | Pleasant Ridge   | MI    | 48069-1127 | 248.554.3900 |
| Steves         | John      | 24280 Woodward Ave                     | Pleasant Ridge   | MI    | 48069-1127 | 248.554.3900 |
| Vannice        | Thaddeus  | 101 W Big Beaver Rd, Ste 1400 Ofc 1431 | Troy             | MI    | 48084-5295 | 800.645.7961 |
| Coffield       | Michael   | 900 Wilshire Dr, Ste 255               | Troy             | MI    | 48084-1637 | 248.244.9160 |
| Rocco          | Frank     | 700 Tower Dr, Ste 200                  | Troy             | MI    | 48098-2839 | 248.247.3010 |
| Raine          | Heidi     | 24280 Woodward Ave                     | Pleasant Ridge   | MI    | 48069-1127 | 248.554.3900 |
| Glidden        | Mary      | 700 Tower Dr, Ste 200                  | Troy             | MI    | 48098-2839 | 248.247.3010 |
| Osborne        | William   | 900 Wilshire Dr Ste 255                | Troy             | MI    | 48084-1637 | 248.244.9160 |
| Hart           | Lee       | 24280 Woodward Ave                     | Pleasant Ridge   | MI    | 48069-1127 | 248.554.3900 |
| Gira           | Sherry    | 700 Tower Dr, Ste 200                  | Troy             | MI    | 48098-2839 | 248.247.3010 |
| Diener         | Dwight    | 39520 Woodward Ave, Ste 210            | Bloomfield Hills | MI    | 48304-5057 | 248.655.5069 |
| Kuhn           | Jay       | 900 Wilshire Dr Ste 255                | Troy             | MI    | 48084-1637 | 248.244.9160 |

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|-------------|-------------|--|-----------------|-------|------------|--------------|
| Oswald      | Thomas      | 700 Tower Dr, Ste 200                  | Troy            | MI    | 48098-2839 | 248.247.3010 |
| Kay         | Linda       | 3150 Livernois Rd, Ste 375             | Troy            | MI    | 48083-5031 | 248.817.2075 |
| Cox         | David       | 900 Wilshire Dr Ste 255                | Troy            | MI    | 48084-1637 | 248.244.9160 |
| Ivezaj      | Mark        | 5700 Crooks Rd Ste 420                 | Troy            | MI    | 48098-2826 | 248.780.4690 |
| Harrison    | Daniel      | 726 Notre Dame St                      | Grosse Pointe   | MI    | 48230-1240 | 313.885.4414 |
| Pohlod      | Michael     | 101 W Big Beaver Rd, Ste 1400 Ofc 1431 | Troy            | MI    | 48084-5295 | 800.645.7961 |
| Jankauskas  | Mark        | 52280 Van Dyke Ave                     | Shelby Township | MI    | 48316-3530 | 586.254.4227 |
| Gilbert     | Gregory     | 101 W Big Beaver Rd, Ste 1400 Ofc 1429 | Troy            | MI    | 48084-5295 | 248.925.4412 |
| Hampton     | Shaun       | 726 Notre Dame St                      | Grosse Pointe   | MI    | 48230-1240 | 313.885.4414 |
| Ingham      | Sherrie     | 1450 W Long Lake Rd Ste 365            | Troy            | MI    | 48098-6352 | 248.817.3200 |
| Turner      | William     | 1450 W Long Lake Rd Ste 365            | Troy            | MI    | 48098-6352 | 248.817.3200 |
| McLellan    | James       | 71 N Livernois Rd Ste D                | Rochester Hills | MI    | 48307-1001 | 248.687.2800 |
| Lyons       | Courtenay   | 2804 Orchard Lake Rd Ste 211           | Keego Harbor    | MI    | 48320-1449 | 248.253.1140 |
| Kulczycki   | Jerome      | 900 Wilshire Dr Ste 104                | Troy            | MI    | 48084-1694 | 248.822.7700 |
| Himelhoch   | Ted         | 928 W Columbia Ave, Ste C              | Battle Creek    | MI    | 49015-3057 | 269.966.0558 |
| Chambers    | Christopher | 7950 Moorsbridge Rd Ste 304            | Portage         | MI    | 49024-4420 | 269.276.0554 |
| Miedema     | Neal        | 5991 Venture Park Dr                   | Kalamazoo       | MI    | 49009-1859 | 269.375.3782 |
| Klein       | Jason       | 7130 S Westnedge Ave                   | Portage         | MI    | 49002-4209 | 269.321.5002 |
| Booko       | David       | 200 S Main Street                      | Three Rivers    | MI    | 49093-1624 | 616.278.8113 |
| Kasson      | Daniel      | 4855 W Centre Ave, Ste D               | Portage         | MI    | 49024-4686 | 269.353.4133 |
| Graham      | Daniel      | 391 S Shore Dr, Ste 112                | Battle Creek    | MI    | 49014-5446 | 269.979.3521 |
| Zeaiter     | Fouad       | 7950 Moorsbridge Rd Ste 300            | Portage         | MI    | 49024-4420 | 269.492.6600 |
| Chimner     | Gregory     | 7130 S Westnedge Ave                   | Portage         | MI    | 49002-4209 | 269.321.5002 |
| Cushard     | David       | 1035 Laurence Ave, Ste 3               | Jackson         | MI    | 49202-2985 | 517.787.8387 |
| Reed        | Jason       | 5991 Venture Park Dr                   | Kalamazoo       | MI    | 49009-1859 | 269.375.3782 |
| Klug        | Shannon     | 6915 Rochester Rd Ste 400              | Troy            | MI    | 48085-1276 | 248.289.1647 |
| Liehr       | Daniel      | 6800 W Q Ave                           | Kalamazoo       | MI    | 49009-4092 | 269.329.7359 |
| Smojver     | George      | 6800 W Q Ave                           | Kalamazoo       | MI    | 49009-4092 | 269.329.7359 |
| Carlson     | Paul        | 6800 W Q Ave                           | Kalamazoo       | MI    | 49009-4092 | 269.329.7359 |
| Periord     | James       | 9364 Apple Crest Dr                    | Saline          | MI    | 48176-9436 |              |
| Vliet       | Donald      | 19500 Victor Parkway, Suite 450        | Livonia         | MI    | 48152-7014 | 734.742.7571 |
| Valade      | Thomas      | 19500 Victor Parkway, Suite 450        | Livonia         | MI    | 48152-7014 | 734.742.7571 |
| Jaggi       | Christopher | 19500 Victor Parkway, Suite 450        | Livonia         | MI    | 48152-7014 | 734.742.7571 |
| Wales       | Dana        | 505 Pleasant St, Ste 200               | St Joseph       | MI    | 49085-1269 | 616.983.7555 |
| Constantine | Michael     | 1100 Main St                           | St Joseph       | MI    | 49085-1550 | 269.983.8030 |
| Kerschbaum  | Robert      | 433 E Michigan Ave                     | Kalamazoo       | MI    | 49007-3813 | 269.216.7070 |
| Griffith    | James       | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Deutch      | Elizabeth   | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Kilgren     | Kevin       | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Coates      | Robert      | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Klassa      | Michael     | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Gallagher   | James       | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Lembesis    | Constantine | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Caruana     | Anthony     | 43155 Main St Ste 2200A                | Novi            | MI    | 48375-1777 | 734.432.6490 |
| Toth        | Gilbert     | 42705 Grand River Ave Ste 201          | Novi            | MI    | 48375-1772 | 248.374.1818 |
| Jansen      | Jestin      | 6010 Eagle Trace Dr                    | Ypsilanti       | MI    | 48197-6202 | 734.544.6544 |
| Perry       | Bryan       | 1042 Sutton Rd, Ste 2B                 | Adrian          | MI    | 49221-8344 | 517.263.8862 |
| Jones       | Thomas      | 2549 Jolly Road, Suite 300             | Okemos          | MI    | 48864-3679 | 517.381.2332 |
| Anderson    | Patrick     | 2549 Jolly Road, Suite 300             | Okemos          | MI    | 48864-3679 | 517.381.2332 |
| Stump       | Todd        | 2549 Jolly Road, Suite 300             | Okemos          | MI    | 48864-3679 | 517.381.2332 |
| Doolittle   | Lorri       | 122 S Cochran Ave                      | Charlotte       | MI    | 48813-1510 | 517.663.8663 |
| Brazen      | David       | 1301 W Long Lake Rd, Ste 270           | Troy            | MI    | 48098-6325 | 248.655.5043 |
| Benson      | Mitchell    | 1301 W Long Lake Rd, Ste 270           | Troy            | MI    | 48098-6325 | 248.655.5043 |
| Downing     | James       | 3260 E Morgan Rd                       | Ann Arbor       | MI    | 48108-9636 | 734.975.8762 |
| Jacobs      | Eric        | 7600 Grand River Rd Ste 230            | Brighton        | MI    | 48114-7339 | 810.206.2015 |
| Baidel      | Robert      | 116 W Main St                          | Brighton        | MI    | 48116-1522 | 810.588.4557 |
| Joerke      | Leslie      | 711 E Grand River Ave Ste C            | Brighton        | MI    | 48116-2474 | 810.360.2279 |
| Bachmann    | Daniel      | 1600 Town Commons Dr Ste 104           | Howell          | MI    | 48855-6807 | 810.227.6200 |
| Nolan       | Luke        | 1600 Town Commons Dr Ste 104           | Howell          | MI    | 48855-6807 | 810.227.6200 |
| Lackowski   | William     | 3473 Main St, PO Box 97                | Deckerville     | MI    | 48427-0097 | 810.376.4710 |
| Bynum       | William     | 2370 W Jefferson Ave                   | Trenton         | MI    | 48183-2352 | 734.675.4711 |
| Bumgardner  | Shawn       | 12455 Dix-Toledo Rd                    | Southgate       | MI    | 48195-1724 | 734.284.3700 |
| Nanasi      | Peter       | 1 Heritage Place, Ste 440              | Southgate       | MI    | 48195-3050 | 734.281.3700 |
| Cichowlas   | Janice      | 1 Heritage Place, Ste 440              | Southgate       | MI    | 48195-3050 | 734.281.3700 |
| Anderson    | Ryan        | 1310 S Main St Ste 14                  | Ann Arbor       | MI    | 48104-3786 | 734.995.3996 |
| Millio      | Christopher | 216 W Michigan Ave, Ste 1              | Saline          | MI    | 48176-1327 | 734.477.5223 |
| Fitzmorris  | Michael     | 4750 Venture Dr, Ste 150               | Ann Arbor       | MI    | 48108-9505 | 734.477.5280 |
| Kellmann    | Laura       | 2800 S State St Ste 205                | Ann Arbor       | MI    | 48104-7103 | 734.477.5230 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last            | First      | Address                                 | City             | State | Zip Code   | Bus Phone    |
|-----------------|------------|---|------------------|-------|------------|--------------|
| Mehraban        | Zahra Sara | 4750 Venture Dr, Ste 150                | Ann Arbor        | MI    | 48108-9505 | 734.477.5280 |
| Murray          | Sarah      | 4750 Venture Dr, Ste 150                | Ann Arbor        | MI    | 48108-9505 | 734.477.5280 |
| Dubinski        | Philip     | 1505 Colonnade Ct                       | Canton           | MI    | 48187-5804 | 734.981.5376 |
| Cunningham      | Matthew    | 4750 Venture Dr, Ste 150                | Ann Arbor        | MI    | 48108-9505 | 734.477.5280 |
| Roy             | Kristen    | 1310 S Main St Ste 14                   | Ann Arbor        | MI    | 48104-3786 | 734.995.3996 |
| Hunter          | Jonathan   | 340 N Main Street Suite 302             | Plymouth         | MI    | 48170-1240 | 800.537.4100 |
| Murray          | Jay        | 340 N Main Street Suite 302             | Plymouth         | MI    | 48170-1240 | 800.537.4100 |
| Schafer         | Jon        | 340 N Main Street Suite 302             | Plymouth         | MI    | 48170-1240 | 800.537.4100 |
| Nelson          | Troy       | 340 N Main Street Suite 302             | Plymouth         | MI    | 48170-1240 | 800.537.4100 |
| Rolfes          | John       | 1310 S Main St Ste 14                   | Ann Arbor        | MI    | 48104-3786 | 734.995.3996 |
| Sims            | Frank      | 4750 Venture Dr, Ste 150                | Ann Arbor        | MI    | 48108-9505 | 734.477.5280 |
| Nyitray         | Chad       | 1310 S Main St Ste 14                   | Ann Arbor        | MI    | 48104-3786 | 734.995.3996 |
| Thorpe          | James      | 835 Mason St Ste B280                   | Dearborn         | MI    | 48124-2256 | 313.216.0134 |
| Noonan          | Craig      | 835 Mason St Ste B280                   | Dearborn         | MI    | 48124-2256 | 313.216.0134 |
| Sailus          | Raymond    | 835 Mason St Ste B280                   | Dearborn         | MI    | 48124-2256 | 313.216.0134 |
| Kaiser          | Mark       | 821 N Main St                           | Rochester        | MI    | 48307-1435 | 248.275.1671 |
| Evola           | David      | 43900 Garfield Rd Ste 200               | Clinton Twp      | MI    | 48038-1137 | 586.566.7644 |
| Phillips        | Wayne      | 1001 Woodward Ave, Ste 500              | Detroit          | MI    | 48226      | 313.867.2332 |
| Pittman         | Stanley    | 27011 Lehigh St                         | Inkster          | MI    | 48141-3130 | 248.223.0135 |
| Fitzhugh        | Erika      | 200 Maple Park Blvd, Ste 206            | St Clair Shores  | MI    | 48081-2211 | 586.778.2600 |
| Gray            | Thomas     | 17450 Hall Rd Ste 161                   | Clinton Township | MI    | 48038-6920 | 586.690.6079 |
| DeMark          | Paul       | 17450 Hall Rd Ste 161                   | Clinton Township | MI    | 48038-6920 | 586.690.6079 |
| Schalk          | Scott      | 2603 Niles Ave Ste B                    | Saint Joseph     | MI    | 49085-1954 | 269.471.2639 |
| Beagle          | Curtis     | 118 W Maumee St                         | Adrian           | MI    | 49221-2020 | 517.266.2577 |
| Parrett         | Steven     | 209 Ludington Street                    | Escanaba         | MI    | 49829-4027 | 906.789.0125 |
| Beck            | Jordan     | 414 1st St                              | Menominee        | MI    | 49858-3308 | 906.863.5587 |
| Knafla          | Scott      | 1901 W Ridge St Ste 5                   | Marquette        | MI    | 49855-2485 | 906.226.7526 |
| Beste           | James      | 30 25th Ave S, Ste 101                  | St Cloud         | MN    | 56301-4083 | 320.230.1710 |
| Palen           | Stephen    | 1530 Greenview Dr SW, Ste 205           | Rochester        | MN    | 55902-4327 | 507.208.4711 |
| Palen           | Adam       | 1530 Greenview Dr SW, Ste 205           | Rochester        | MN    | 55902-4327 | 507.208.4711 |
| Miller-Hammes   | Jodi       | 3038 Jeremiah Ln NW Ste 200             | Rochester        | MN    | 55901-5722 | 507.289.0737 |
| Forliti         | Nicholas   | 2001 2nd St SW Ste 115                  | Rochester        | MN    | 55902-4157 | 507.295.4951 |
| Amberg O'Connor | Barbara    | 2001 2nd St SW Ste 115                  | Rochester        | MN    | 55902-4157 | 507.295.4951 |
| Romme           | Carson     | 3038 Jeremiah Ln NW, Ste 201A           | Rochester        | MN    | 55901-5726 | 507.361.0479 |
| Lewis           | James      | 1930 Premier Dr                         | Mankato          | MN    | 56001-5900 | 507.625.9050 |
| James           | Anthony    | 1930 Premier Dr                         | Mankato          | MN    | 56001-5900 | 507.625.9050 |
| Carrier         | Matthew    | 1135 Washington Ave, Ste 103            | Detroit Lakes    | MN    | 56501      | 218.847.2676 |
| Theisen         | Steven     | 2431 Imperial Drive                     | St Cloud         | MN    | 56301-5061 | 320.230.3026 |
| Runck           | Russell    | 703 11th St E                           | Glencoe          | MN    | 55336-2220 | 320.864.6565 |
| Winterfeldt     | Neil       | 220 Main Avenue, PO Box 71              | Gaylord          | MN    | 55334-9618 | 507.237.2132 |
| Ruhl            | Mark       | 7658 Design Rd, Ste 200                 | Baxter           | MN    | 56425-8439 | 218.825.8842 |
| Stroot          | Scott      | 13850 Bluestem Ct Ste 100               | Baxter           | MN    | 56425-6028 | 218.829.4131 |
| Condiff         | Richard    | 17 E Centennial 84 Dr Ste E, PO Box 118 | New York Mills   | MN    | 56567-0118 | 218.385.3020 |
| Martin          | Cheryl     | 301 N Maddy St Ste 200, PO Box 38       | McGregor         | MN    | 55760-0038 | 218.768.3339 |
| Humphrey        | Thomas     | 19021 Freeport St, Ste 300              | Elk River        | MN    | 55330-1282 | 763.441.7504 |
| Gagnon          | Michael    | 501 State Highway 25                    | Monticello       | MN    | 55362-8662 | 763.271.7526 |
| Madden          | Chris      | 776 North Creek Dr, Ste 4               | Willmar          | MN    | 56201-4982 | 320.235.5600 |
| Guggemos        | Don        | 151 Main Ave W, PO Box 185              | Winsted          | MN    | 55395-7873 | 320.485.4332 |
| Pawelk          | Reed       | 19021 Freeport St, Ste 300              | Elk River        | MN    | 55330-1282 | 763.441.7504 |
| Max             | Marcus     | 134 Main St S                           | Hutchinson       | MN    | 55350-2507 | 320.587.9379 |
| Greer           | Matthew    | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |
| Ewing           | Ginger     | 860 Blue Gentian Rd Ste 295             | Eagan            | MN    | 55121-1656 | 651.200.3800 |
| Muschenheim     | David      | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |
| Hobart          | Miriam     | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |
| Olson           | David      | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |
| Bille           | Kevin      | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |
| Pokladnik       | Charles    | 7101 York Ave S, Ste 200                | Edina            | MN    | 55435-4556 | 612.924.4960 |
| Macdonald       | Brian      | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |
| Tuttle          | Matthew    | 200 Southdale Center                    | Edina            | MN    | 55435-5999 | 952.257.7190 |
| Jacobson        | Matthew    | 7101 York Ave S, Ste 200                | Edina            | MN    | 55435-4556 | 612.924.4960 |
| Merriman        | Stephen    | 4900 Highway 169 N, Ste 320             | New Hope         | MN    | 55428-4058 | 763.710.7904 |
| Plank           | Jason      | 3601 Minnesota Dr, Ste 905              | Edina            | MN    | 55435-5281 | 952.841.7500 |
| Auckenthaler    | Benjamin   | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |
| Soderstrom      | Stephen    | 7700 Equitable Dr Ste 203, Ste 100      | Eden Prairie     | MN    | 55344-3689 | 952.388.6550 |
| Sundberg        | Thomas     | 800 Oak Street                          | Hastings         | MN    | 55033-2361 | 651.438.8696 |
| Auerbach        | David      | 3601 Minnesota Dr, Ste 905              | Edina            | MN    | 55435-5281 | 952.841.7500 |
| Prathipati      | Sharmila   | 3601 Minnesota Dr, Ste 905              | Edina            | MN    | 55435-5281 | 952.841.7500 |
| Dawson          | Dean       | 7650 Edinborough Way, Ste 225           | Edina            | MN    | 55435-5921 | 952.893.7968 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last           | First      | Address                             | City            | State | Zip Code   | Bus Phone    |
|----------------|------------|-------------------------------------|-----------------|-------|------------|--------------|
| Luxem          | Thomas     | 7650 Edinborough Way, Ste 225       | Edina           | MN    | 55435-5921 | 952.893.7968 |
| Aleshire       | Jason      | 901 Twelve Oaks Center Dr, Ste 908A | Wayzata         | MN    | 55391-4707 | 952.473.0324 |
| Reichwald      | Paul       | 830 Vermillion St Ste 102           | Hastings        | MN    | 55033-2144 | 651.438.8859 |
| Lemenowsky     | Stephanie  | 394 Lake Ave S, Ste 505             | Duluth          | MN    | 55802-2340 | 218.722.4761 |
| Erickson       | Beau       | 227 W 1st St, Ste 900               | Duluth          | MN    | 55802-1927 | 218.722.9400 |
| Furlong        | Patrick    | 320 E Howard St                     | Hibbing         | MN    | 55746-1746 | 218.262.5207 |
| Hjort          | Conrad     | 227 W 1st St, Ste 900               | Duluth          | MN    | 55802-1927 | 218.722.9400 |
| Swenson        | Craig      | 922 Highway 33 S                    | Cloquet         | MN    | 55720-2624 | 218.879.6784 |
| Gupta          | Vinod      | 230 W Superior St, Ste 436          | Duluth          | MN    | 55802-1916 | 218.464.4178 |
| Kovacich       | Jo         | 620 9th St N                        | Virginia        | MN    | 55792-2320 | 218.262.5207 |
| Cheeley        | Mark       | 10159 Wayzata Blvd Ste 200          | Minnetonka      | MN    | 55305-1581 | 763.543.5169 |
| Strand Marquez | Jeannine   | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Farniok        | Daniel     | 10405 6th Ave N, Ste 220            | Plymouth        | MN    | 55441-6393 | 763.543.5185 |
| More           | Derek      | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Osendorf       | Matthew    | 10159 Wayzata Blvd Ste 200          | Minnetonka      | MN    | 55305-1581 | 763.543.5169 |
| Petersen       | Aaron      | 10405 6th Ave N, Ste 220            | Plymouth        | MN    | 55441-6393 | 763.543.5185 |
| Dornik         | Matthew    | 10159 Wayzata Blvd Ste 200          | Minnetonka      | MN    | 55305-1581 | 763.543.5169 |
| Metzger        | Michael    | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Bingen         | Craig      | 3515 Plymouth Blvd, Ste 204         | Plymouth        | MN    | 55447-1382 | 763.543.5183 |
| Hagan          | Patrick    | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Sorenson       | Bradlee    | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Wheaton        | Paul       | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Fox            | Thomas     | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Janzen         | Jeffrey    | 8325 Wayzata Blvd, Ste 100          | Golden Valley   | MN    | 55426-1399 | 763.525.0258 |
| Faust          | Clinton    | 10405 6th Ave N, Ste 220            | Plymouth        | MN    | 55441-6393 | 763.543.5185 |
| Bouts          | Matthew    | 15600 Wayzata Blvd, Ste 104         | Wayzata         | MN    | 55391-1434 | 952.767.2439 |
| Wayne          | Brandon    | 1850 Austin Rd, Ste 104             | Owatonna        | MN    | 55060-4498 | 507.455.4070 |
| Kaess          | Ashlie     | 3169 Fernbrook Lane North           | Plymouth        | MN    | 55447-5357 | 612.216.4111 |
| Drolson        | David      | 179 Lake St S, Ste 120              | Forest Lake     | MN    | 55025-2603 | 651.464.6713 |
| Joern          | Mark       | 555 Nicollet Mall, Ste 200          | Minneapolis     | MN    | 55402-1066 | 612.746.5300 |
| Halverson      | Brody      | 105 Garfield St S, Suite 103        | Cambridge       | MN    | 55008-1767 | 763.689.5686 |
| Saiki          | Zachary    | 2514 Superior Dr NW, Suite A        | Rochester       | MN    | 55901-1797 | 507.206.5086 |
| Ehleringer     | Randall    | 4115 26th St NW, Suite 100          | Rochester       | MN    | 55901-8340 | 507.281.4341 |
| Dewitz         | Scott      | 3147 Superior Dr NW Ste 200         | Rochester       | MN    | 55901-2974 | 507.289.5670 |
| Hoffman        | Michael    | 2514 Superior Dr NW, Suite A        | Rochester       | MN    | 55901-1797 | 507.206.5086 |
| Bussian        | Dennis     | 2514 Superior Dr NW, Suite A        | Rochester       | MN    | 55901-1797 | 507.206.5086 |
| Kerkow         | Nathan     | 84 3rd St NW                        | Forest Lake     | MN    | 55025-1114 | 651.464.1764 |
| Gwiazdon       | Edward     | 12425 55th St N, Ste C              | Lake Elmo       | MN    | 55042-7403 | 651.289.6683 |
| Lewis          | Peter      | 683 Bielenberg Dr, Ste 206          | Woodbury        | MN    | 55125-1705 | 651.730.2479 |
| Nilsen         | Richard    | 683 Bielenberg Dr, Ste 206          | Woodbury        | MN    | 55125-1705 | 651.730.2479 |
| Taube          | Michael    | 683 Bielenberg Dr, Ste 206          | Woodbury        | MN    | 55125-1705 | 651.730.2479 |
| Angel          | Jeffrey    | 4637 White Bear Pkwy                | White Bear Lake | MN    | 55110-3300 | 651.429.6220 |
| Getsch         | Daniel     | 8621 Eagle Point Blvd               | Lake Elmo       | MN    | 55042-8628 | 651.578.1019 |
| Craig          | Gavin      | 1700 Highway 36 W, Ste 420          | Roseville       | MN    | 55113-4089 | 651.636.7138 |
| Beneke         | Arne       | 121 W Main St                       | Caledonia       | MN    | 55921-1110 | 507.725.2864 |
| Gruber         | John       | 108 S Lakeshore Dr, PO Box 309      | Lake City       | MN    | 55041-1641 | 651.345.4378 |
| LaBelle        | Michael    | 7323 Harkness Way S                 | Cottage Grove   | MN    | 55016-2175 | 612.889.7465 |
| Tollander      | Mark       | 4570 Churchill St Ste 210           | Shoreview       | MN    | 55126-2274 | 651.403.8901 |
| Murphy         | Michael    | 3900 Northwoods Dr Ste 150          | Arden Hills     | MN    | 55112-6991 | 651.765.7030 |
| Jaremko        | Thomas     | 3900 Northwoods Dr Ste 150          | Arden Hills     | MN    | 55112-6991 | 651.765.7030 |
| Wills          | Beth       | 3900 Northwoods Dr Ste 150          | Arden Hills     | MN    | 55112-6991 | 651.765.7030 |
| Lovstad        | Daniel     | 3900 Northwoods Dr Ste 150          | Arden Hills     | MN    | 55112-6991 | 651.765.7030 |
| Melby          | Bradley    | 3900 Northwoods Dr Ste 150          | Arden Hills     | MN    | 55112-6991 | 651.765.7030 |
| Lebahn         | James      | 3900 Northwoods Dr Ste 150          | Arden Hills     | MN    | 55112-6991 | 651.765.7030 |
| Lawless        | Fred       | 4570 Churchill St Ste 210           | Shoreview       | MN    | 55126-2274 | 651.403.8901 |
| Hoen           | Ann        | 4570 Churchill St Ste 210           | Shoreview       | MN    | 55126-2274 | 651.403.8901 |
| Esch           | Jordan     | 4570 Churchill St Ste 210           | Shoreview       | MN    | 55126-2274 | 651.403.8901 |
| Skogrand       | Corey      | 122 N 3rd St                        | Marshall        | MN    | 56258-1325 | 507.532.2219 |
| Benzinger      | Victor     | 817 Broadway St                     | Alexandria      | MN    | 56308-1856 | 320.762.8141 |
| Steidl         | Sam        | 817 Broadway St                     | Alexandria      | MN    | 56308-1856 | 320.762.8141 |
| Swanson        | Erik       | 630 Roosevelt Rd, Ste 105           | St Cloud        | MN    | 56301-4867 | 320.230.1100 |
| Swoboda        | Bobby      | 12725 43rd St NE, Ste 103           | St Michael      | MN    | 55376-4928 | 763.497.5578 |
| Swanson        | Michael    | 630 Roosevelt Rd, Ste 105           | St Cloud        | MN    | 56301-4867 | 320.230.1100 |
| Carriar        | Barclay    | 1765 Roosevelt Rd                   | St Cloud        | MN    | 56301-5166 | 320.654.6715 |
| Kruchten       | Patrick    | 1765 Roosevelt Rd                   | St Cloud        | MN    | 56301-5166 | 320.654.6715 |
| Wiege          | Kristopher | 3200 Main Street NW, Suite 300      | Coon Rapids     | MN    | 55448-1199 | 763.712.9428 |
| Schaum         | Elisa      | 3200 Main Street NW, Suite 300      | Coon Rapids     | MN    | 55448-1199 | 763.712.9428 |
| Mancell        | Joshua     | 3200 Main Street NW, Suite 300      | Coon Rapids     | MN    | 55448-1199 | 763.712.9428 |

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| Last        | First       | Address                          | City            | State | Zip Code   | Bus Phone    |
|-------------|-------------|----------------------------------|-----------------|-------|------------|--------------|
| Gabriel     | Mark        | 3200 Main St NW, Ste 230         | Coon Rapids     | MN    | 55448-1163 | 763.421.3848 |
| Harris      | Robert      | 3200 Main Street NW, Suite 300   | Coon Rapids     | MN    | 55448-1199 | 763.712.9428 |
| White       | Jason       | 3800 American Blvd W, Suite 900  | Bloomington     | MN    | 55431-4424 | 952.835.8190 |
| Ramirez     | Raymond     | 750 Main St Ste 211              | Mendota Heights | MN    | 55118-3768 | 952.378.2165 |
| Hafenbrack  | Kasey       | 750 Main St Ste 211              | Mendota Heights | MN    | 55118-3768 | 952.378.2165 |
| Miller      | Lance       | 14985 Glazier Avenue, Suite 501  | Apple Valley    | MN    | 55124-7490 | 952.431.6410 |
| Jaros       | Royal       | 14985 Glazier Avenue, Suite 501  | Apple Valley    | MN    | 55124-7490 | 952.431.6410 |
| Heath       | Jason       | 7212 Metro Blvd                  | Edina           | MN    | 55439-2128 | 952.446.7800 |
| Dworsky     | Richard     | 7212 Metro Blvd                  | Edina           | MN    | 55439-2128 | 952.446.7800 |
| Asenbrenner | Thomas      | 12280 Nicollet Ave S, Ste 101    | Burnsville      | MN    | 55337-1999 | 952.808.5423 |
| Ruhland     | Timothy     | 12280 Nicollet Ave S, Ste 101    | Burnsville      | MN    | 55337-1999 | 952.808.5423 |
| Shannon     | William     | 12280 Nicollet Ave S, Ste 101    | Burnsville      | MN    | 55337-1999 | 952.808.5423 |
| Glaisner    | Andrew      | 12280 Nicollet Ave S, Ste 101    | Burnsville      | MN    | 55337-1999 | 952.808.5423 |
| Roloff      | Christopher | 7212 Metro Blvd                  | Edina           | MN    | 55439-2128 | 952.446.7800 |
| Skarning    | Cody        | 7212 Metro Blvd                  | Edina           | MN    | 55439-2128 | 952.446.7800 |
| Theis       | Mark        | 1275 Ramsey Street, Suite 800    | Shakopee        | MN    | 55379-3132 | 952.641.5275 |
| Pawlowski   | Karl        | 1275 Ramsey Street, Suite 800    | Shakopee        | MN    | 55379-3132 | 952.641.5275 |
| Mickelson   | Brian       | 10810 Old County Road 15         | Plymouth        | MN    | 55441-6107 | 763.703.5575 |
| Zimmerman   | Linda       | 7500 Olson Memorial Hwy, Ste 155 | Golden Valley   | MN    | 55427-4886 | 952.255.6470 |
| Wales       | Isaac       | 18200 45th Ave N, Ste B          | Plymouth        | MN    | 55446-4549 | 952.449.6683 |
| Maki        | Adam        | 18200 45th Ave N, Ste B          | Plymouth        | MN    | 55446-4549 | 952.449.6683 |
| Fjosne      | Grant       | 1907 Wayzata Blvd E, Ste 350     | Wayzata         | MN    | 55391-2081 | 952.449.6690 |
| Stella      | Daniel      | 18200 45th Ave N, Ste B          | Plymouth        | MN    | 55446-4549 | 952.449.6683 |
| Jakubik     | Margaret    | 1907 Wayzata Blvd E, Ste 350     | Wayzata         | MN    | 55391-2081 | 952.449.6690 |
| Benway      | Micah       | 1907 Wayzata Blvd E, Ste 350     | Wayzata         | MN    | 55391-2081 | 952.449.6690 |
| Lane        | Jason       | 3600 Minnesota Drive, Ste 550    | Edina           | MN    | 55435-7925 | 952.300.2330 |
| Doroff      | Randy       | 8300 Norman Center Dr, Ste 550   | Bloomington     | MN    | 55437-1027 | 763.367.7980 |
| Hanson      | Roy         | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Ely         | Joshua      | 7701 France Ave S Ste 675        | Edina           | MN    | 55435-3242 | 952.255.6222 |
| Young       | Michelle    | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Rosvold     | Erik        | 3600 Minnesota Dr, Ste 550       | Edina           | MN    | 55435-7925 | 952.300.2310 |
| Mattson     | Tyler       | 3600 Minnesota Dr, Ste 550       | Edina           | MN    | 55435-7925 | 952.300.2310 |
| Ryan        | Michael     | 3600 Minnesota Drive, Ste 550    | Edina           | MN    | 55435-7925 | 952.300.2330 |
| Kindrick    | Warren      | 7701 France Ave S Ste 675        | Edina           | MN    | 55435-3242 | 952.255.6222 |
| Leiendecker | Terrence    | 3600 Minnesota Dr, Ste 550       | Edina           | MN    | 55435-7925 | 952.300.2310 |
| Cadle       | Leslie      | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Shaughnessy | Colin       | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Milbrath    | Douglas     | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Mulcare     | Lisa        | 3600 Minnesota Dr, Ste 550       | Edina           | MN    | 55435-7925 | 952.300.2310 |
| Biekkola    | Timothy     | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Vandersall  | Mark        | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Kley        | Matthew     | 3600 Minnesota Dr, Ste 550       | Edina           | MN    | 55435-7925 | 952.300.2310 |
| Rosvold     | Matthew     | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Wyman       | Joshua      | 7601 France Ave S, Ste 600       | Edina           | MN    | 55435-5971 | 952.374.5501 |
| Warren      | Seth        | 3600 Minnesota Dr, Ste 550       | Edina           | MN    | 55435-7925 | 952.300.2310 |
| Howe        | Michael     | 7701 France Ave S Ste 675        | Edina           | MN    | 55435-3242 | 952.255.6222 |
| Josewski    | Gregory     | 11671 Fountains Dr, Ste 215      | Maple Grove     | MN    | 55369-4788 | 763.416.8225 |
| Harder      | Bradley     | 11671 Fountains Dr, Ste 215      | Maple Grove     | MN    | 55369-4788 | 763.416.8225 |
| Crosland    | John        | 7077 Northland Cir N, Ste 302    | Brooklyn Park   | MN    | 55428-1567 | 763.416.8225 |
| Schneider   | Andrew      | 7077 Northland Cir N, Ste 302    | Brooklyn Park   | MN    | 55428-1567 | 763.416.8225 |
| Bauerly     | Jason       | 7077 Northland Cir N, Ste 302    | Brooklyn Park   | MN    | 55428-1567 | 763.416.8225 |
| Murphy      | Andrea      | 550 Main St, Ste 210             | New Brighton    | MN    | 55112-3271 | 651.200.3447 |
| Bartel      | Daniel      | 550 Main St, Ste 210             | New Brighton    | MN    | 55112-3271 | 651.200.3447 |
| Ure         | Mary        | 550 Main St, Ste 210             | New Brighton    | MN    | 55112-3271 | 651.200.3447 |
| Manning     | Brett       | 550 Main St, Ste 210             | New Brighton    | MN    | 55112-3271 | 651.200.3447 |
| Swartz      | Aaron       | 550 Main St, Ste 210             | New Brighton    | MN    | 55112-3271 | 651.200.3447 |
| Pidel       | Christopher | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Ponto       | Michael     | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Murray      | Shawn       | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Rusler      | Glenn       | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Glood       | Michelle    | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Bester      | Frederick   | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Johnson     | Todd        | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Haspert     | Patrick     | 715 Old Hwy 8 NW                 | New Brighton    | MN    | 55112-2732 | 651.635.1822 |
| Gans        | Lane        | 2805 Dodd Rd, Ste 195            | Eagan           | MN    | 55121-2160 | 651.256.6006 |
| Hennen      | Bruce       | 2805 Dodd Rd, Ste 195            | Eagan           | MN    | 55121-2160 | 651.256.6006 |
| Erickson    | Brianne     | 329 N Main St, Ste 201           | Austin          | MN    | 55912-3478 | 507.437.3523 |
| Nauss       | Sue         | 7101 York Ave S, Ste 330         | Edina           | MN    | 55435-4428 | 952.921.3370 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First       | Address                                       | City            | State | Zip Code   | Bus Phone    |
|-------------|-------------|---|-----------------|-------|------------|--------------|
| Burnett     | Marie       | 7101 York Ave S, Ste 330                      | Edina           | MN    | 55435-4428 | 952.921.3370 |
| Kosen       | Barton      | 7241 Ohms Ln Ste 145                          | Edina           | MN    | 55439-2136 | 952.234.4944 |
| Kurth       | Troy        | 7601 France Ave S, Ste 630                    | Edina           | MN    | 55435-5968 | 952.857.1444 |
| Butner      | Lance       | 7601 France Ave S, Ste 630                    | Edina           | MN    | 55435-5968 | 952.857.1444 |
| Maeyaert    | Scott       | 7601 France Ave S Ste 620                     | Edina           | MN    | 55435-5968 | 952.857.1280 |
| Sturgis     | Michael     | 7601 France Ave S Ste 620                     | Edina           | MN    | 55435-5968 | 952.857.1280 |
| Kuehner     | Kyle        | 212 Lady Slipper Ave NE Ste 1, PO Box 337     | New Prague      | MN    | 56071-0337 | 952.758.6363 |
| Braun       | Jasen       | 4951 77th St W Ste 18, Ste 600                | Edina           | MN    | 55435-4802 | 612.453.2915 |
| Salmon      | Stephen     | 4021 Vernon Ave S Ste 305, Ste 305            | St Louis Park   | MN    | 55416-2816 | 612.202.8032 |
| Mccooy      | Donald      | 1210 Northland Dr Ste 190                     | Mendota Heights | MN    | 55120-1296 | 651.405.9000 |
| Janson      | William     | 1401 8th St S, Ste 2                          | Moorhead        | MN    | 56560-3605 | 701.235.4171 |
| Medin       | Jason       | 8646 Eagle Creek Cir, Ste 108                 | Savage          | MN    | 55378-1572 | 952.746.1647 |
| Thurin      | Christopher | 3601 W 76th St, Ste 160                       | Edina           | MN    | 55435-3005 | 952.841.8125 |
| Maes        | Mark        | 3601 W 76th St Ste 160                        | Edina           | MN    | 55435-3005 | 952.841.8151 |
| Woelfle     | Lloyd       | 7701 France Ave S, Ste 475                    | Edina           | MN    | 55435-3210 | 952.841.8100 |
| Harris      | Daniel      | 9362 Oak Ave                                  | Waconia         | MN    | 55387-9422 | 952.841.8159 |
| Thurin      | Gregory     | 3601 W 76th St, Ste 160                       | Edina           | MN    | 55435-3005 | 952.841.8125 |
| Gillespie   | Wendy       | 7701 France Ave S, Ste 475                    | Edina           | MN    | 55435-3210 | 952.841.8100 |
| Ray         | Robert      | 7701 France Ave S, Ste 475                    | Edina           | MN    | 55435-3210 | 952.841.8100 |
| Kupic       | Daniel      | 7701 France Ave S, Ste 475                    | Edina           | MN    | 55435-3210 | 952.841.8100 |
| Ferguson    | Andrew      | 420 Summit Ave, Ste 303 & 304                 | St Paul         | MN    | 55102-4680 | 651.221.0720 |
| Reamer      | John        | 959 Old Hwy 8                                 | New Brighton    | MN    | 55112-2795 | 651.251.1964 |
| McGinnis    | Shannon     | 959 Old Hwy 8                                 | New Brighton    | MN    | 55112-2795 | 651.251.1964 |
| Dorsey      | Michael     | 131 Babcock Blvd W, Ste 2 PO Box 343          | Delano          | MN    | 55328-0343 | 763.999.7950 |
| Gehrke      | Steven      | 17305 Cedar Ave S Ste 220                     | Lakeville       | MN    | 55044-3903 | 651.221.0711 |
| Koy         | Punnarin    | 420 Summit Ave, Ste 303 & 304                 | St Paul         | MN    | 55102-4680 | 651.221.0720 |
| Dobson      | Jeremy      | 959 Old Hwy 8                                 | New Brighton    | MN    | 55112-2795 | 651.251.1964 |
| Staples     | Brooks      | 2451 15th St NW Ste A                         | New Brighton    | MN    | 55112-5593 | 651.478.4344 |
| Davissn     | Timothy     | 10900 Wayzata Blvd Ste 150                    | Minnetonka      | MN    | 55305-5602 | 952.746.9444 |
| Jirak       | Timothy     | 10900 Wayzata Blvd Ste 150                    | Minnetonka      | MN    | 55305-5602 | 952.746.9444 |
| Lang        | Reese       | 10900 Wayzata Blvd Ste 150                    | Minnetonka      | MN    | 55305-5602 | 952.746.9444 |
| Schall      | Michael     | 16180 Highway 7                               | Minnetonka      | MN    | 55345      | 952.835.8191 |
| Fleischauer | Emil        | 10900 Wayzata Blvd Ste 150                    | Minnetonka      | MN    | 55305-5602 | 952.746.9444 |
| Mc Carney   | Keith       | 1030 E Bridge St, PO Box 412                  | Redwood Falls   | MN    | 56283-1806 | 507.637.5272 |
| Aggen       | Elwin       | 362 Oxford St, Ste 2                          | Worthington     | MN    | 56187-1766 | 507.295.3334 |
| Heiling     | Duane       | 800 E Bridge St, PO Box 422                   | Redwood Falls   | MN    | 56283-1802 | 507.627.2639 |
| Tracy       | Lee         | 205 8th Ave SE                                | Pipestone       | MN    | 56164-2120 | 507.825.3585 |
| Parker      | Seth        | 1600 Utica Ave S Fl 9, Ste 166                | St Louis Park   | MN    | 55416-1465 | 507.238.9722 |
| Beck        | Matthew     | 12900 Whitewater Dr Ste 101                   | Minnetonka      | MN    | 55343-9443 | 952.856.8110 |
| Walter      | Kevin       | 203 2nd St NE, PO Box 108                     | Waseca          | MN    | 56093-2903 | 507.835.7080 |
| Reher       | Jason       | 211 NW 1st Avenue                             | Faribault       | MN    | 55021-6149 | 507.334.1821 |
| Bollum      | Mark        | 422 S Minnesota Avenue                        | St Peter        | MN    | 56082-2506 | 507.934.5510 |
| Wichmann    | Jean        | 512 W High Street, PO Box 167                 | Spring Valley   | MN    | 55975-0167 | 507.346.2727 |
| Velzke      | Dean        | 120 N Cedar Ave                               | Owatonna        | MN    | 55060-2304 | 507.451.2455 |
| Lex         | Karolin     | 281a S Main Street                            | Zumbrota        | MN    | 55992-1578 | 507.732.7335 |
| Kach        | Suzanne     | 222 E Main St                                 | Albert Lea      | MN    | 56007-2977 | 507.377.3671 |
| Grinney     | Catherine   | 2301 4th St NW                                | Faribault       | MN    | 55021-5653 | 507.323.6060 |
| Schenewerk  | Dale        | 1503 E Illinois St                            | Kirksville      | MO    | 63501-3203 | 660.665.3899 |
| Wilson      | Jennifer    | 12400 Olive Blvd Ste 307                      | Saint Louis     | MO    | 63141-5437 | 314.744.4007 |
| Deitch      | Philip      | 10825 Watson Road, Ste 110                    | Sunset Hills    | MO    | 63127-1031 | 314.843.6769 |
| Barbey      | Jennifer    | 14540 Manchester Rd                           | Winchester      | MO    | 63011      | 314.310.5001 |
| Mac Donald  | Robert      | 16150 Main Circle Dr, Ste 205                 | Chesterfield    | MO    | 63017-4691 | 314.336.4330 |
| Mahmud      | Syed        | 16150 Main Circle Dr, Ste 205                 | Chesterfield    | MO    | 63017-4691 | 314.336.4330 |
| Stiegemeier | Bradley     | 12400 Olive Blvd Ste 307                      | Saint Louis     | MO    | 63141-5437 | 314.744.4007 |
| Waynick     | David       | 622 Emerson Rd, Ste 220                       | St Louis        | MO    | 63141-6727 | 314.576.2111 |
| Adams       | John        | 9859 Big Bend Blvd Ste 105                    | Saint Louis     | MO    | 63122-6581 | 314.720.2166 |
| Fichter     | Nicholas    | 9859 Big Bend Blvd Ste 105                    | Saint Louis     | MO    | 63122-6581 | 314.720.2166 |
| Steurer     | John        | 9859 Big Bend Blvd Ste 105                    | Saint Louis     | MO    | 63122-6581 | 314.720.2166 |
| Souhrada    | Timothy     | 2638 Highway 109 Ste 201                      | Wildwood        | MO    | 63040-1161 | 314.662.1420 |
| Ward        | Eli         | 5901 NW 63rd Ter Ste 130, The Denton Building | Kansas City     | MO    | 64151-3601 | 816.997.9780 |
| Fuller      | Jerry       | 5901 NW 63rd Ter Ste 130, The Denton Building | Kansas City     | MO    | 64151-3601 | 816.997.9780 |
| Hartung     | James       | 1214 E Champ Clark Dr, Suite B                | Bowling Green   | MO    | 63334-2363 | 573.324.6777 |
| Slavik      | Gary        | 16024 Manchester Rd, Ste 200                  | Ellisville      | MO    | 63011-2195 | 636.779.2525 |
| Reynolds    | Jason       | 825 Maryville Centre Dr, Ste 210              | Chesterfield    | MO    | 63017-5942 | 314.744.3475 |
| Grenia      | Brian       | 825 Maryville Centre Dr, Ste 210              | Chesterfield    | MO    | 63017-5942 | 314.744.3475 |
| Adair       | Stephen     | 825 Maryville Centre Dr, Ste 210              | Chesterfield    | MO    | 63017-5942 | 314.744.3475 |
| Henry       | Jason       | 812 Georgia St                                | Louisiana       | MO    | 63353-1614 | 573.754.6352 |
| Meyer       | Jeffery     | 12935 North Outer Forty Dr, Ste 108           | Saint Louis     | MO    | 63141-8652 | 314.858.1114 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address   | City           | State | Zip Code   | Bus Phone    |
|--------------|-------------|---|----------------|-------|------------|--------------|
| Hughes       | Michael     | 825 Maryville Centre Dr, Ste 210                        | Chesterfield   | MO    | 63017-5942 | 314.744.3475 |
| Bulgarelli   | Angela      | 825 Maryville Centre Dr, Ste 210                        | Chesterfield   | MO    | 63017-5942 | 314.744.3475 |
| Reynolds     | Tom         | 825 Maryville Centre Dr, Ste 210                        | Chesterfield   | MO    | 63017-5942 | 314.744.3475 |
| Sierawski    | Marcus      | 12935 North Outer Forty Dr, Ste 108                     | Saint Louis    | MO    | 63141-8652 | 314.858.1114 |
| Segelle      | Kyle        | 825 Maryville Centre Dr, Ste 210                        | Chesterfield   | MO    | 63017-5942 | 314.744.3475 |
| Bushery      | Timothy     | 825 Maryville Centre Dr, Ste 210                        | Chesterfield   | MO    | 63017-5942 | 314.744.3475 |
| Boersig      | David       | 825 Maryville Centre Dr, Ste 210                        | Chesterfield   | MO    | 63017-5942 | 314.744.3475 |
| Mariani      | Karen       | 827 Sugar Hill Dr                                       | Manchester     | MO    | 63021-6609 | 314.520.9616 |
| Knarr        | Joseph      | 109 Chesterfield Business Pkwy                          | Chesterfield   | MO    | 63005-1233 | 636.536.2673 |
| Burke        | Matthew     | 109 Chesterfield Business Pkwy                          | Chesterfield   | MO    | 63005-1233 | 636.536.2673 |
| Beaudoin     | John        | 109 Chesterfield Business Pkwy                          | Chesterfield   | MO    | 63005-1233 | 636.536.2673 |
| Burke        | John        | 118 N 2nd Street, Suite 302                             | St Charles     | MO    | 63301-2877 | 636.940.5409 |
| Sorensen     | Valerie     | 118 N 2nd Street, Suite 302                             | St Charles     | MO    | 63301-2877 | 636.940.5409 |
| Carver       | Daniel      | 8711 Watson Rd, Ste 105A                                | Webster Groves | MO    | 63119-5100 | 573.243.7799 |
| Kleppe       | Kory        | 562 Maple Valley Dr                                     | Farmington     | MO    | 63640-1981 | 573.756.1500 |
| Mathews      | Michael     | 117 Coppersmith Ct                                      | St Charles     | MO    | 63301-7403 | 636.916.3039 |
| Wright       | Jean        | 800 N Commercial Ave                                    | St Clair       | MO    | 63077-1119 | 636.629.2930 |
| Hale         | Richard     | The Hammons Tower Ste 401, 901 E St Louis St            | Springfield    | MO    | 65806-2540 | 417.881.9099 |
| Monseratte   | Edward      | The Hammons Tower Ste 401, 901 E St Louis St            | Springfield    | MO    | 65806-2540 | 417.881.9099 |
| Johnson      | Phillip     | 1531 E Bradford Pkwy, Bradford Pl Exec Suites 210-3     | Springfield    | MO    | 65804-6566 | 417.881.6300 |
| Murray       | Seth        | Great Southern Financial Svcs, 1342 E Kingsley St Ste E | Springfield    | MO    | 65804-7227 | 417.881.9200 |
| Penney       | Ron         | Great Southern Financial Svcs, 1342 E Kingsley St Ste E | Springfield    | MO    | 65804-7227 | 417.881.9200 |
| Dougherty    | Paula       | 1525 E Republic Rd, Ste B-115                           | Springfield    | MO    | 65804-6578 | 417.877.0252 |
| Norman Fox   | Lauren      | 499 Gloster Creek Vlg, Ste BC-11                        | Tupelo         | MS    | 38801-4600 | 662.841.0750 |
| Hartness     | Phil        | 1822 15th St Ste 18                                     | Gulfport       | MS    | 39501-2104 | 228.236.1537 |
| Randall      | Carrie-beth | 47 Lynn Lane  | Starkville     | MS    | 39759-3989 | 662.323.8318 |
| Chesnut      | Rob         | 337 E Main St, Ste A                                    | Tupelo         | MS    | 38804-4025 | 662.840.9200 |
| James        | David       | 5740 Getwell Rd, Bldg 12 Ste B                          | Southaven      | MS    | 38672-6346 | 662.536.1955 |
| Mac Kenzie   | Robert      | 106 E Washington St                                     | Kosciusko      | MS    | 39090-3744 | 662.289.1013 |
| Miller       | William     | 11 Woodstone Plz, Ste C                                 | Hattiesburg    | MS    | 39402-8342 | 601.261.2166 |
| Johnson      | Forrest     | 30 Sgt Prentiss Drive                                   | Natchez        | MS    | 39120-4726 | 601.442.6292 |
| Horan        | David       | 418 W Main St Ste A                                     | Senatobia      | MS    | 38668-2106 | 662.562.4080 |
| Evison       | Donna       | 6070 Industrial Rd, Ste A                               | Missoula       | MT    | 59808-8412 | 406.541.2332 |
| Milkovich    | David       | 1283 N 14th Ave Ste 202                                 | Bozeman        | MT    | 59715-3270 | 406.541.2100 |
| Losing       | Jared       | 2615 Connery Way, PO Box 16536                          | Missoula       | MT    | 59808-6536 | 406.541.2100 |
| Beierwaltes  | Christopher | 1001 S 24th St W, Ste 312                               | Billings       | MT    | 59102-6467 | 406.867.0797 |
| Stein        | Paul        | 2 1st St E Ste 1A, First and Main Bldg                  | Kalispell      | MT    | 59901-4553 | 406.752.7754 |
| Dryden       | Eric        | 1324 Central Ave W, PO Box 1154                         | Great Falls    | MT    | 59404-3971 | 406.799.5399 |
| Morris       | Chester     | 2615 Connery Way, PO Box 16536                          | Missoula       | MT    | 59808-6536 | 406.541.2100 |
| Rieker       | Crystal     | 303 N Broadway Ste 800                                  | Billings       | MT    | 59101-1244 | 406.294.9294 |
| Kallem       | Kenneth     | 993 S 24th St W, Ste D                                  | Billings       | MT    | 59102-7433 | 406.652.6662 |
| Hackmann     | Shawn       | 993 S 24th St W, Ste D                                  | Billings       | MT    | 59102-7433 | 406.652.6662 |
| Ostwald      | Elizabeth   | 401 Main St Ste 1, PO Box 2300                          | Thompson Falls | MT    | 59873      | 406.827.6667 |
| Harlan       | Justin      | 993 S 24th St W, Ste D                                  | Billings       | MT    | 59102-7433 | 406.652.6662 |
| Edmonds      | Robert      | 3608 W Friendly Ave, Ste 211                            | Greensboro     | NC    | 27410-4833 | 336.574.3160 |
| Stephens     | Scott       | 434 Fayetteville St Ste 1860                            | Raleigh        | NC    | 27601-3004 | 919.578.9014 |
| Savidge      | Charles     | 4030 Wake Forest Rd Ste 108                             | Raleigh        | NC    | 27609-6800 | 919.510.4944 |
| Harris       | Phillip     | 120 Dry Ave Ste 101                                     | Cary           | NC    | 27511-3352 | 919.971.9345 |
| Morgan       | Alan        | 183 Wind Chime Court Ste 202, PO Box 97624              | Raleigh        | NC    | 27624-7624 | 919.322.4236 |
| Mc Farling   | Martin      | 4917 Piedmont Pkwy, Ste 103                             | Jamestown      | NC    | 27282-7536 | 336.510.1271 |
| Gidley       | James       | 8317 Six Forks Rd Ste 105                               | Raleigh        | NC    | 27615-2105 | 919.366.5650 |
| Gronewald    | Todd        | 5420 Wade Park Blvd, Ste 208                            | Raleigh        | NC    | 27607-4189 | 919.803.0308 |
| Deibert      | Jason       | 5420 Wade Park Blvd, Ste 208                            | Raleigh        | NC    | 27607-4189 | 919.803.0308 |
| Muse         | Edward      | 5420 Wade Park Blvd, Ste 208                            | Raleigh        | NC    | 27607-4189 | 919.803.0308 |
| Bengala      | James       | 300 A W Arlington Blvd                                  | Greenville     | NC    | 27834-5745 | 252.355.5222 |
| Delauney     | Anthony     | 5420 Wade Park Blvd, Ste 208                            | Raleigh        | NC    | 27607-4189 | 919.803.0308 |
| Daniels      | Thomas      | 118 N James Street                                      | Goldsboro      | NC    | 27530-3629 | 919.580.7114 |
| Dobrick      | Brenda      | 183 Wind Chime Court Ste 202, PO Box 97624              | Raleigh        | NC    | 27624-7624 | 919.322.4236 |
| Shah         | Ipcit       | 1611 Jones Franklin Rd, Ste 104                         | Raleigh        | NC    | 27606-3376 | 919.858.5600 |
| Johnson      | Floyd       | 111 SE Railroad St                                      | Wallace        | NC    | 28466      | 910.665.1135 |
| Dooley       | Jimmy       | 125 Millstone Drive                                     | Hillsborough   | NC    | 27278-8775 | 919.644.0202 |
| Tingen       | Charlie     | 300 A W Arlington Blvd                                  | Greenville     | NC    | 27834-5745 | 252.355.5222 |
| Dyson        | William     | 2500 Regency Pkwy Ste 105                               | Cary           | NC    | 27518-8549 | 919.872.2246 |
| Twiddy       | David       | 1780 Heritage Center Dr, Ste 104                        | Wake Forest    | NC    | 27587-9234 | 919.720.4980 |
| Dew          | Robert      | 321 Jefferson St  | Whiteville     | NC    | 28472-3601 | 910.642.5108 |
| Wetherington | Michael     | 3105 Nash St NW, Ste A                                  | Wilson         | NC    | 27896-1235 | 252.243.7118 |
| Peele        | Marie       | 1604 E Fire Tower Rd, Ste C                             | Greenville     | NC    | 27858-4199 | 252.355.3200 |
| Dole         | Daniel      | 40140 Moring  | Chapel Hill    | NC    | 27517-8079 | 919.698.5597 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First     | Address                                | City           | State | Zip Code   | Bus Phone    |
|--------------|-----------|--|----------------|-------|------------|--------------|
| Kahen        | Henry     | 3332 Bridges Street, Suite 4           | Morehead City  | NC    | 28557-3296 | 252.773.4287 |
| Gilley       | Tammy     | 403 Gilead Rd, Ste K                   | Huntersville   | NC    | 28078-6814 | 704.895.3771 |
| Antonich     | Mark      | 8832 Blakeney Professional Dr, Ste 302 | Charlotte      | NC    | 28277-6809 | 704.944.2080 |
| Alberda      | Michelle  | 703 Saint Joseph St Unit 201           | Carolina Beach | NC    | 28428-3857 | 415.623.2453 |
| Randall      | Jonathan  | 3125 Springbank Ln Ste H               | Charlotte      | NC    | 28226-3379 | 704.540.9913 |
| Rice         | James     | 8832 Blakeney Professional Dr, Ste 302 | Charlotte      | NC    | 28277-6809 | 704.944.2060 |
| Cokeley      | Randal    | 310 S Main St, PO Box 103              | Jefferson      | NC    | 28640      | 704.987.2108 |
| Bishop       | Alex      | 7930 W Kenton Cir Ste 210              | Huntersville   | NC    | 28078-1886 | 704.896.9985 |
| Oliver       | April     | 4500 Cameron Valley Pkwy, Ste 250      | Charlotte      | NC    | 28211      | 704.540.4600 |
| Fulghum      | Hogan     | 4500 Cameron Valley Pkwy, Ste 250      | Charlotte      | NC    | 28211      | 704.540.4600 |
| Fitzpatrick  | Jeremiah  | 3125 Springbank Ln Ste H               | Charlotte      | NC    | 28226-3379 | 704.540.9913 |
| Davidson     | Robert    | 128 Meadowview Drive                   | Boone          | NC    | 28607-5211 | 305.270.8666 |
| Mccuiston    | Robert    | 805 State Farm Rd, Ste 203             | Boone          | NC    | 28607-4914 | 828.264.0066 |
| Blakeman     | Mark      | 303 New Clyde Hwy, Ste 360             | Canton         | NC    | 28716-4245 | 828.687.0183 |
| McNally      | Sean      | 6201 Fairview Road Suite 200           | Charlotte      | NC    | 28210-3297 | 704.998.2409 |
| Deal         | Beth      | 318 2nd Ave NW                         | Hickory        | NC    | 28601-4944 | 828.324.1422 |
| Barnes       | Roderick  | 403 Gilead Rd, Ste K                   | Huntersville   | NC    | 28078-6814 | 704.895.3771 |
| Walker       | Mark      | 3125 Springbank Ln Ste H               | Charlotte      | NC    | 28226-3379 | 704.540.9913 |
| Casey        | Curtis    | 3125 Springbank Ln Ste H               | Charlotte      | NC    | 28226-3379 | 704.540.9913 |
| Arthur       | Gregory   | 3125 Springbank Ln Ste H               | Charlotte      | NC    | 28226-3379 | 704.540.9913 |
| Wright       | Michael   | 112 Moses Road Ste B                   | Rockwell       | NC    | 28138-9566 | 704.754.5950 |
| Mccanless    | Karen     | 14120 Ballantyne Corporate Pl, Ste 325 | Charlotte      | NC    | 28277-2858 | 704.469.4473 |
| Harvey       | Daniel    | 14120 Ballantyne Corporate Pl, Ste 325 | Charlotte      | NC    | 28277-2858 | 704.469.4473 |
| Watson       | Raymond   | 13739 Steele Creek Rd Unit 200         | Charlotte      | NC    | 28273-7139 | 704.625.2711 |
| Brawley      | Edwards   | 2500 Regency Parkway, Ste 123          | Cary           | NC    | 27518-8549 | 919.637.6521 |
| Moss         | Thomas    | 14120 Ballantyne Corporate Pl, Ste 325 | Charlotte      | NC    | 28277-2858 | 704.469.4473 |
| Teden        | Meredith  | 14120 Ballantyne Corporate Pl, Ste 325 | Charlotte      | NC    | 28277-2858 | 704.469.4473 |
| Lance        | Carmen    | 317 Peachtree St                       | Murphy         | NC    | 28906-3033 | 828.837.2275 |
| Lyall        | David     | 3125 Springbank Ln Ste H               | Charlotte      | NC    | 28226-3379 | 704.540.9913 |
| Shoemaker    | James     | 13739 Steele Creek Rd Unit 200         | Charlotte      | NC    | 28273-7139 | 704.625.2711 |
| Varner       | David     | 200 S State St, Ste 6                  | Lexington      | NC    | 27292-3371 | 336.357.7777 |
| Tisdale      | Andrew    | 269 N Washington St, Suite 105         | Rutherfordton  | NC    | 28139-2405 | 828.447.0181 |
| Ortiz        | Jason     | 7 Maple Leaf Dr Ste 100                | Greensboro     | NC    | 27410-5130 | 336.285.0803 |
| Voight       | John      | 7 Maple Leaf Dr Ste 100                | Greensboro     | NC    | 27410-5130 | 336.285.0803 |
| Proia        | John      | 7 Corporate Center Ct, Ste B           | Greensboro     | NC    | 27408-3839 | 336.808.1345 |
| Bailey       | John      | 401 N Edgeworth St, Ste A              | Greensboro     | NC    | 27401-2233 | 336.315.9410 |
| Calhoun      | Roger     | 1365 Westgate Ctr Dr, Suite A1         | Winston Salem  | NC    | 27103-2980 | 336.659.0172 |
| Overby       | Jason     | 408 W Mountain St, Ste 101             | Kernersville   | NC    | 27284-2534 | 336.993.3055 |
| Wimmer       | Diane     | 1365 Westgate Ctr Dr, Suite A1         | Winston Salem  | NC    | 27103-2980 | 336.659.0172 |
| Mueller      | Uli       | 2520 N Beech Ln                        | Greensboro     | NC    | 27455-1276 | 336.264.6416 |
| Cooper       | John      | 7 Maple Leaf Dr Ste 100                | Greensboro     | NC    | 27410-5130 | 336.285.0803 |
| Fischer      | Michael   | 408 W Mountain St, Ste 101             | Kernersville   | NC    | 27284-2534 | 336.993.3055 |
| Nason        | Brian     | 2734 Henning Dr                        | Winston-Salem  | NC    | 27106-4502 | 336.971.3263 |
| Gunter       | Kevin     | 401 N Edgeworth St, Ste A              | Greensboro     | NC    | 27401-2233 | 336.315.9410 |
| Summerlin    | Gerald    | 1435 Freeway Drive, Ste A              | Reidsville     | NC    | 27320-7105 | 336.634.4762 |
| Smith        | Douglas   | 401 N Edgeworth St, Ste A              | Greensboro     | NC    | 27401-2233 | 336.315.9410 |
| Duvall       | Douglas   | 424 W Mountain St, Suite B             | Kernersville   | NC    | 27284-2534 | 336.904.4200 |
| Conner       | Wes       | 1 Oak St, Ste 311                      | Asheville      | NC    | 28801-3002 | 828.255.3551 |
| Morrison     | James     | 100 Erkwood Dr, Ste C                  | Hendersonville | NC    | 28739-6382 | 877.524.8868 |
| Purgason     | W Roger   | 6100 Fairview Rd, Ste 1105             | Charlotte      | NC    | 28210-4262 | 704.556.9250 |
| Bobo         | Bryan     | 6100 Fairview Rd, Ste 1105             | Charlotte      | NC    | 28210-4262 | 704.556.9250 |
| Garman       | Jake      | 6100 Fairview Rd, Ste 1105             | Charlotte      | NC    | 28210-4262 | 704.556.9250 |
| Moldenhauer  | Brian     | 6100 Fairview Rd, Ste 1105             | Charlotte      | NC    | 28210-4262 | 704.556.9250 |
| Battle       | Brian     | 6100 Fairview Rd, Ste 1105             | Charlotte      | NC    | 28210-4262 | 704.556.9250 |
| Roberts      | Geoffrey  | 6100 Fairview Rd, Ste 1105             | Charlotte      | NC    | 28210-4262 | 704.556.9250 |
| Sohovich     | Martin    | 1200 S Main St                         | Waynesville    | NC    | 28786-2148 | 828.452.0494 |
| Rice         | Randall   | 34 2nd St NW, Ste 300                  | Hickory        | NC    | 28601-6114 | 828.324.0127 |
| Sweet        | Stephen   | 10130 Mallard Creek Rd, Ste 300        | Charlotte      | NC    | 28262-6001 | 704.503.7524 |
| Nicholson    | Elizabeth | 1415 W NC Hwy 54, Ste 115              | Durham         | NC    | 27707-5597 | 919.403.0071 |
| Richardson   | James     | 3605 Glenwood Ave Ste 210              | Raleigh        | NC    | 27612-3977 | 919.670.3355 |
| Carrington   | James     | 4515 Falls Of Neuse Rd Ste 100         | Raleigh        | NC    | 27609-6290 | 919.874.0024 |
| Mc Clagherty | Jeffrey   | 2501 Blue Ridge Rd, Ste 490            | Raleigh        | NC    | 27607-6366 | 919.670.2600 |
| Bagby        | William   | 3605 Glenwood Ave Ste 210              | Raleigh        | NC    | 27612-3977 | 919.670.3355 |
| Prevost      | Keith     | 200 S Academy St, Ste 200              | Cary           | NC    | 27511-3334 | 252.937.6700 |
| Colston      | Jonathan  | 120 Roundabout Ct                      | Rocky Mount    | NC    | 27804-3573 | 252.937.6200 |
| Sielatycki   | Phillip   | 200 S Academy St, Ste 200              | Cary           | NC    | 27511-3334 | 252.937.6700 |
| Hayworth     | Creighton | 7741 Market St Ste F                   | Wilmington     | NC    | 28411-9444 | 910.821.9010 |
| Johnson      | Jason     | 7531 S Virginia Dare Trl, Unit 2D      | Nags Head      | NC    | 27959-9442 | 252.650.6100 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address   | City        | State | Zip Code   | Bus Phone    |
|--------------|-------------|---|-------------|-------|------------|--------------|
| Bird         | Joel        | 125 Buckskin Ave Ste 200                          | Bismarck    | ND    | 58503-8212 | 701.258.9735 |
| Schlafman    | David       | 125 Buckskin Ave Ste 200                          | Bismarck    | ND    | 58503-8212 | 701.258.9735 |
| Zavalney     | Craig       | 24 Main St N Ste H                                | Minot       | ND    | 58703-3104 | 701.837.5678 |
| Kirchmeier   | Jason       | 125 Buckskin Ave Ste 200                          | Bismarck    | ND    | 58503-8212 | 701.258.9735 |
| Mrachek      | Kristopher  | 1500 14th St W, Ste 210                           | Williston   | ND    | 58801-4064 | 701.577.4697 |
| Van Delinder | Alan        | 1111 31st Ave SW, Ste A                           | Minot       | ND    | 58701-2018 | 701.837.9226 |
| Gagner       | Ashley      | 4445 2nd Ave S Ste 1                              | Fargo       | ND    | 58103-0906 | 701.532.2700 |
| McCarthy     | Angela      | 4160 24th Ave S Suite 100                         | Fargo       | ND    | 58104      | 701.364.5640 |
| Bierdeman    | Mark        | 4610 Amber Vly Pkwy S                             | Fargo       | ND    | 58104-8621 | 701.282.5515 |
| Ankrum       | Edward      | 3350 13th Ave S, Ste G                            | Fargo       | ND    | 58103-3536 | 701.476.1215 |
| Presteng     | Mark        | 1245 Lawler Ave                                   | Grafton     | ND    | 58237-1762 | 701.352.1217 |
| Albert       | Debbie      | 3425 S Washington St, Ste A                       | Grand Forks | ND    | 58201-1701 | 701.746.5429 |
| Elbert       | Jeremy      | 4627 44th Ave S Ste 103, Ste G                    | Fargo       | ND    | 58104-4473 | 701.532.2491 |
| De Vries     | Matthew     | 5622 34th Ave S, Ste 102                          | Fargo       | ND    | 58104-7302 | 701.200.4610 |
| Quinn        | Michael     | 15858 W Dodge Dr Ste 320                          | Omaha       | NE    | 68118-2533 | 402.938.0435 |
| Williams     | Rodney      | 15858 W Dodge Dr Ste 320                          | Omaha       | NE    | 68118-2533 | 402.938.0435 |
| Petersen     | Chad        | 15858 W Dodge Dr Ste 320                          | Omaha       | NE    | 68118-2533 | 402.938.0435 |
| Williams     | Austin      | 15858 W Dodge Dr Ste 320                          | Omaha       | NE    | 68118-2533 | 402.938.0435 |
| Haakinson    | Stephen     | 14769 California St Ste 3                         | Omaha       | NE    | 68154-1952 | 402.697.7300 |
| Thomas       | Angelia     | 17310 Wright St, Ste 102                          | Omaha       | NE    | 68130-2405 | 402.697.7320 |
| Bohn         | Curtis      | 14769 California St Ste 3                         | Omaha       | NE    | 68154-1952 | 402.697.7300 |
| Friedman     | Morris      | 14769 California St Ste 3                         | Omaha       | NE    | 68154-1952 | 402.697.7300 |
| Flynn        | Steven      | 2424 S 153rd St                                   | Omaha       | NE    | 68144-1922 | 402.697.1753 |
| Wilton       | John        | 14301 FNB Pkwy Suite 304                          | Omaha       | NE    | 68154-5299 | 402.965.9055 |
| Wagman       | Timothy     | 14301 FNB Pkwy Suite 304                          | Omaha       | NE    | 68154-5299 | 402.965.9055 |
| Asselin      | Christopher | 14301 FNB Pkwy Suite 304                          | Omaha       | NE    | 68154-5299 | 402.965.9055 |
| Leyden       | John        | 17310 Wright St, Ste 102                          | Omaha       | NE    | 68130-2405 | 402.697.7320 |
| Stewart      | Eric        | 14301 FNB Pkwy Suite 304                          | Omaha       | NE    | 68154-5299 | 402.965.9055 |
| Wood         | Phillip     | 11819 Miracle Hills Dr Ste 101                    | Omaha       | NE    | 68154-4428 | 402.491.3400 |
| Sadler       | Steve       | 1111 N 102nd Ct, Ste 320                          | Omaha       | NE    | 68114-2194 | 402.334.7265 |
| Sullivan     | Christopher | 509 N D St, PO Box 392                            | Fremont     | NE    | 68025-5051 | 402.721.3100 |
| Heese        | Brian       | 3201 Pioneers Blvd, Ste 224                       | Lincoln     | NE    | 68502-5963 | 402.421.6672 |
| Kerlik       | Gabriel     | 1111 N 102nd Ct, Ste 320                          | Omaha       | NE    | 68114-2194 | 402.334.7265 |
| Halvorson    | Tracey      | 1935 North 120th St, Ste 102                      | Omaha       | NE    | 68154-1391 | 402.898.4600 |
| Doughty      | Marshall    | 1935 North 120th St                               | Omaha       | NE    | 68154-1391 | 402.898.4600 |
| Keller       | David       | 7011 Kentwell Ln Ste 100                          | Lincoln     | NE    | 68516-6684 | 402.323.6550 |
| Knight       | David       | 1935 North 120th St                               | Omaha       | NE    | 68154-1391 | 402.898.4600 |
| Garner       | Dan         | 340 N State St                                    | Osmond      | NE    | 68765-5723 | 402.748.3200 |
| Hogeland     | Samuel      | 2815 13th St                                      | Columbus    | NE    | 68601-4918 | 402.562.5919 |
| Deichmann    | Darrin      | 208 N 5th St, Ste A                               | Norfolk     | NE    | 68701-4155 | 402.371.1074 |
| Rath         | Scott       | 104 E 2nd St, PO Box 335                          | Laurel      | NE    | 68745-0335 | 402.256.3111 |
| Stramel      | Leslie      | 219 W 1st St, PO Box 95                           | McCook      | NE    | 69001-3602 | 308.345.5213 |
| Woodruff     | Robert      | 218 West 6th Street, PO Box 307                   | York        | NE    | 68467-2903 | 402.362.5342 |
| Rech         | Brian       | 612 W Benjamin Ave                                | Norfolk     | NE    | 68701-2982 | 402.371.6827 |
| Halpin       | Raymond     | 170 Pine Pt                                       | New Durham  | NH    | 03855-2129 | 781.367.7186 |
| Beynon       | Charles     | 314 Middle St                                     | Portsmouth  | NH    | 03801-5102 | 603.427.8252 |
| Chace        | Andrew      | 150 Lafayette Road Unit 12, Ste 300N              | Rye         | NH    | 03870-6134 | 603.430.9080 |
| Petersen     | Lee         | 210 Rumford St                                    | Concord     | NH    | 03301-4584 | 603.227.6139 |
| Kulshreshtha | Parag       | Coldstream Park 116 S River Rd, Bldg E Fl 2 Ste 2 | Bedford     | NH    | 03110-6734 | 603.296.0070 |
| Giroux       | Susan       | 188 N Main St Ste 3                               | Concord     | NH    | 03301-5095 | 603.226.3537 |
| Tyler        | Joseph      | 406 Riverway Pl                                   | Bedford     | NH    | 03110-6765 | 603.296.0022 |
| Fitzbag      | Timothy     | 22 Sawmill Rd                                     | Gilford     | NH    | 03249-6542 | 603.524.1555 |
| Sullivan     | William     | 276 Newport Rd Ste 213, PO BOX 2518               | New London  | NH    | 03257-5469 | 603.526.2545 |
| Ring         | Carl        | 300 Main St, PO Box 983                           | Plymouth    | NH    | 03264-4518 | 603.536.2393 |
| Boucher      | Frederick   | 80 Main St  | Nashua      | NH    | 03060-2724 | 603.883.4788 |
| Kiley        | Brent       | 262 S River Rd Ste 201                            | Bedford     | NH    | 03110-6822 | 603.623.4972 |
| Long         | Norman      | 116 S River Rd, Bldg E                            | Bedford     | NH    | 03110-6734 | 603.296.0030 |
| Wolfe        | Julianne    | 276 Newport Rd Ste 213, PO BOX 2518               | New London  | NH    | 03257-5469 | 603.526.2545 |
| Folia        | Eric        | 264 S River Rd, Ste 440                           | Bedford     | NH    | 03110-6939 | 603.232.8237 |
| Allen        | Kathlene    | 10 Winding Brook Dr                               | Stratham    | NH    | 03885-2328 | 603.580.1616 |
| Mc Cormick   | Terence     | 50 Nashua Rd Ste 112                              | Londonderry | NH    | 03053-3429 | 603.437.4558 |
| Meconi       | Arthur      | 288 S River Rd, Bldg C Unit 3                     | Bedford     | NH    | 03110-6815 | 603.232.8266 |
| Mc Cabe      | Ryan        | 262 S River Rd Ste 201                            | Bedford     | NH    | 03110-6822 | 603.623.4972 |
| Kennelly     | Robert      | 14 Plymouth St Level 1                            | Meredith    | NH    | 03253-6221 | 603.279.5393 |
| Bonfiglio    | Robert      | 262 S River Rd Ste 201                            | Bedford     | NH    | 03110-6822 | 603.623.4972 |
| White        | Micheal     | 74 Main St Ste A, PO Box 184                      | Francestown | NH    | 03043-3025 | 603.831.5004 |
| Pouliot      | Paul        | 116 S River Rd, Bldg E                            | Bedford     | NH    | 03110-6734 | 603.296.0030 |
| Smith        | Mary        | 45 Lyme Rd, Ste 203                               | Hanover     | NH    | 03755-1221 | 603.653.0317 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last            | First       | Address   | City           | State | Zip Code   | Bus Phone    |
|-----------------|-------------|---|----------------|-------|------------|--------------|
| Kolopsky        | Marc        | Coldstream Park 116 S River Rd, Bldg E Fl 2 Ste 2 | Bedford        | NH    | 03110-6734 | 603.296.0070 |
| Kinnane         | Christopher | 262 S River Rd Ste 201                            | Bedford        | NH    | 03110-6822 | 603.623.4972 |
| Krakov          | Nathaniel   | 111 Maplewood Ave Ste A-2                         | Portsmouth     | NH    | 03801-3749 | 603.606.4255 |
| Hall            | Justin      | 262 S River Rd Ste 201                            | Bedford        | NH    | 03110-6822 | 603.623.4972 |
| Lamb            | Graeme      | 210 Rumford St                                    | Concord        | NH    | 03301-4584 | 603.227.6139 |
| Lavoie          | Lise        | 288 S River Rd, Bldg C Unit 1                     | Bedford        | NH    | 03110-6815 | 603.589.4021 |
| Normandin       | Robert      | 302 Riverway Place                                | Bedford        | NH    | 03110-6764 | 603.623.7300 |
| Chabot          | Joshua      | 288 S River Rd, Bldg C Unit 1                     | Bedford        | NH    | 03110-6815 | 603.589.4021 |
| Aarthun         | Troy        | 262 S River Rd Ste 201                            | Bedford        | NH    | 03110-6822 | 603.623.4972 |
| Terry           | Travis      | 23 Main St  | Salem          | NH    | 03079-1919 | 603.912.4556 |
| Leo             | Todd        | 380 Nashua St                                     | Milford        | NH    | 03055-8959 | 603.721.7200 |
| Kiley           | Michael     | 573 Pine St                                       | Manchester     | NH    | 03104-3533 | 603.682.0007 |
| Riley Arnesen   | Andrea      | 74 Northeastern Blvd, Unit 17A                    | Nashua         | NH    | 03062-3177 | 603.598.9880 |
| Clark           | Ryan        | 116 S River Rd, Bldg E Fl 2                       | Bedford        | NH    | 03110-6734 | 603.218.1304 |
| Ames            | David       | 13 Main St Ste 4                                  | Sparta         | NJ    | 07871-1915 | 973.729.0077 |
| Vicente         | Jose        | 500 N Franklin Tpke, Ste 312A                     | Ramsey         | NJ    | 07446-1177 | 760.929.0776 |
| Confalone       | Philip      | 115 Route 46 West, Ste A4                         | Mountain Lakes | NJ    | 07046-1655 | 973.299.9400 |
| Nader           | Paul        | 54 Hudson St Ste 101A/101B                        | Freehold       | NJ    | 07728-2243 | 973.265.1184 |
| Gallagher       | John        | 31 Henry Road, PO Box 310                         | Greendell      | NJ    | 07839-0310 | 973.300.4842 |
| Han             | Liet        | 403 Towne Centre Dr Fl 2nd                        | Hillsborough   | NJ    | 08844-4698 | 908.262.7830 |
| Murray          | Thomas      | 15 Birch Pkwy                                     | Sparta         | NJ    | 07871-1204 | 973.726.9405 |
| Lin             | Chien       | 4 Century Dr Ste 120                              | Parsippany     | NJ    | 07054-4606 | 973.265.1185 |
| Kelly           | John        | 4 Century Dr Ste 120                              | Parsippany     | NJ    | 07054-4606 | 973.265.1185 |
| Liao            | Henry       | 4 Century Dr Ste 120                              | Parsippany     | NJ    | 07054-4606 | 973.265.1185 |
| Garran          | Todd        | 4 Century Dr Ste 120                              | Parsippany     | NJ    | 07054-4606 | 973.265.1185 |
| Leesman         | Paul        | 663 Lafayette Avenue                              | Hawthorne      | NJ    | 07506-2436 | 973.423.3800 |
| Morgano         | Jerome      | 163 Burlington Path Rd Ste H                      | Cream Ridge    | NJ    | 08514-1622 | 604.223.2000 |
| Chauhan         | Manoda      | 201 W Passaic St, Ste 103                         | Rochelle Park  | NJ    | 07662-3126 | 201.845.9111 |
| Schuldt         | Frederick   | The Atrium Ste 390, 80 E Rt 4                     | Paramus        | NJ    | 07652-2647 | 201.226.1780 |
| Vecchione       | Michael     | 263 Center Ave Ste 2                              | Westwood       | NJ    | 07675-1738 | 201.497.8060 |
| Stephanatos     | Peter       | 201 W Passaic St, Ste 103                         | Rochelle Park  | NJ    | 07662-3126 | 201.845.9111 |
| Tompesku        | Alan        | 140 Route 17 N, Ste 316                           | Paramus        | NJ    | 07652-2817 | 201.543.2400 |
| Courtwright     | Seth        | The Atrium Ste 390, 80 E Rt 4                     | Paramus        | NJ    | 07652-2647 | 201.226.1780 |
| Grasso          | Laura       | The Atrium Ste 390, 80 E Rt 4                     | Paramus        | NJ    | 07652-2647 | 201.226.1780 |
| Slossberg-North | Linon       | 75 Midland Ave Ste 2                              | Montclair      | NJ    | 07042-2915 | 973.744.4500 |
| Faubert         | Luidgi      | 75 Midland Ave Ste 2                              | Montclair      | NJ    | 07042-2915 | 973.744.4500 |
| Cadichon        | Rachel      | 141 W Front St Ste 160                            | Red Bank       | NJ    | 07701-6418 | 732.747.1673 |
| Fornasieri      | Steven      | 140 Route 17 N, Ste 316                           | Paramus        | NJ    | 07652-2817 | 201.543.2400 |
| Courtwright     | William     | The Atrium Ste 390, 80 E Rt 4                     | Paramus        | NJ    | 07652-2647 | 201.226.1780 |
| Tria            | Robert      | 263 Center Ave Ste 2                              | Westwood       | NJ    | 07675-1738 | 201.497.8060 |
| Palazzo         | Alan        | 663 Lafayette Avenue, FL 2                        | Hawthorne      | NJ    | 07506-2436 | 973.423.3800 |
| Handzo          | Michael     | 999 Riverview Dr Ste 201                          | Totowa         | NJ    | 07512-1165 | 973.406.5248 |
| Frole           | Christine   | 75 Midland Ave Ste 2                              | Montclair      | NJ    | 07042-2915 | 973.744.4500 |
| Codacovi        | Scott       | 3350 State Route 138, Ste 212A Bldg 1             | Wall Township  | NJ    | 07719-9694 | 732.800.3055 |
| Dominici        | David       | 2667 Nottingham Way Ste 1                         | Hamilton       | NJ    | 08619-4116 | 609.584.9700 |
| Sposato         | Anthony     | The Atrium Ste 390, 80 E Rt 4                     | Paramus        | NJ    | 07652-2647 | 201.226.1780 |
| Smith           | Russell     | 3322 Route 22 West, Bldg 4 Ste 428                | Branchburg     | NJ    | 08876-3395 | 908.768.3533 |
| Klenofsky       | Mitch       | The Atrium Ste 390, 80 E Rt 4                     | Paramus        | NJ    | 07652-2647 | 201.226.1780 |
| McDaid          | Brian       | The Atrium Ste 390, 80 E Rt 4                     | Paramus        | NJ    | 07652-2647 | 201.226.1780 |
| Thor            | Leonard     | 173 Essex Ave Ste 102                             | Metuchen       | NJ    | 08840-2281 | 908.485.7882 |
| Stillwell       | Jeffrey     | 12 Broad St Ste 303 B                             | Red Bank       | NJ    | 07701-1929 | 732.362.7592 |
| Garcia          | Patrick     | 75 Midland Ave Ste 2                              | Montclair      | NJ    | 07042-2915 | 973.744.4500 |
| Williams        | Jill        | 491 Bloomfield Ave, Ste 104                       | Montclair      | NJ    | 07042-3406 | 973.860.7222 |
| Hall            | Robert      | 161 S Main St                                     | Milltown       | NJ    | 08850-1800 | 732.253.0606 |
| Latimer         | Keith       | 161 S Main St                                     | Milltown       | NJ    | 08850-1800 | 732.253.0606 |
| Giordano        | Anthony     | 1 Bethany Rd Ste 44                               | Hazlet         | NJ    | 07730-1681 | 732.717.1034 |
| DeAngelo        | Anthony     | 129 Summit Ave Fl 2nd                             | Summit         | NJ    | 07901-2838 | 212.706.2010 |
| Schmidt         | Jennifer    | 163 Burlington Path Rd Ste H                      | Cream Ridge    | NJ    | 08514-1622 | 604.223.2000 |
| Sidhom          | Albert      | 665 Avenue C                                      | Bayonne        | NJ    | 07002-3877 | 201.858.1041 |
| Gonnella        | Frank       | 350 Passaic Ave Ste 202                           | Fairfield      | NJ    | 07004-2024 | 973.276.3290 |
| Silver          | Jeffrey     | 133 Franklin Corner Rd                            | Lawrenceville  | NJ    | 08648-2531 | 609.895.2025 |
| Pio Costa       | Anthony     | 350 Passaic Ave Ste 202                           | Fairfield      | NJ    | 07004-2024 | 973.276.3290 |
| Palestine       | Josh        | 14 Cliffwood Ave, Ste 250                         | Matawan        | NJ    | 07747-3934 | 732.970.7540 |
| Kalma           | Eric        | 14 Cliffwood Ave Ste 230                          | Matawan        | NJ    | 07747-3932 | 732.898.6777 |
| Arias           | Carlos      | 990 Raritan Rd Ste A                              | Clark          | NJ    | 07066-1758 | 908.272.0188 |
| May             | Michelle    | 50 Division St Ste 501                            | Somerville     | NJ    | 08876-2944 | 908.575.1550 |
| Zamkoff         | Jarrid      | 14 Cliffwood Ave, Ste 250                         | Matawan        | NJ    | 07747-3934 | 732.970.7540 |
| Gould           | Michael     | 14 Cliffwood Ave, Ste 250                         | Matawan        | NJ    | 07747-3934 | 732.970.7540 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

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|-------------|-------------|--|---------------|-------|------------|--------------|
| Modernel    | Sergio      | 101 Crawfords Corner Rd, Ste 1311          | Holmdel       | NJ    | 07733-1978 | 732.967.2665 |
| Larson      | Gregory     | 92 E Main St Ste 402, PO Box 8132          | Somerville    | NJ    | 08876-2319 | 908.575.0905 |
| Sandman     | Susan       | 92 E Main St Ste 402, PO Box 8132          | Somerville    | NJ    | 08876-2319 | 908.575.0905 |
| Ranadive    | Hemant      | 30 Knightsbridge Rd Ste 525                | Piscataway    | NJ    | 08854-3963 | 908.218.1222 |
| Jaghab      | James       | 195 US Highway 9 Ste 201                   | Manalapan     | NJ    | 07726-8119 | 732.813.0595 |
| Gallo       | Dominick    | 7 Saddle Ridge Rd                          | Colts Neck    | NJ    | 07722-1058 | 732.706.5633 |
| Shine       | Kenneth     | 14 Cliffwood Ave Ste 230                   | Matawan       | NJ    | 07747-3932 | 732.898.6777 |
| Hor         | Bert        | 14 Cliffwood Ave, Ste 250                  | Matawan       | NJ    | 07747-3934 | 732.970.7540 |
| Gilmartin   | James       | 125 Elm St, Ste 10                         | Westfield     | NJ    | 07090-3144 | 908.301.9236 |
| Martin      | Gregory     | 28 Plaza 9 C                               | Manalapan     | NJ    | 07726-3020 | 732.431.0732 |
| Dobin       | Katherine   | 101 Crawfords Corner Rd, Ste 1311          | Holmdel       | NJ    | 07733-1978 | 732.967.2665 |
| DiGregorio  | Christopher | 101 Crawfords Corner Rd, Ste 1311          | Holmdel       | NJ    | 07733-1978 | 732.967.2665 |
| Barroway    | Kenneth     | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Rearden     | John        | 1105 Laurel Oak Rd, Ste 154                | Voorhees      | NJ    | 08043-4312 | 856.783.5050 |
| Brocius     | Albert      | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Greenwood   | Robert      | 1105 Laurel Oak Rd, Ste 154                | Voorhees      | NJ    | 08043-4312 | 856.783.5050 |
| White       | Stuart      | 525 Route 73 N, Ste 215                    | Marlton       | NJ    | 08053-3422 | 856.334.5001 |
| Fish        | Nicholas    | 1105 Laurel Oak Rd, Ste 142                | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Andreanidis | Petros      | 1105 Laurel Oak Rd, Ste 154                | Voorhees      | NJ    | 08043-4312 | 856.783.5050 |
| Wreh        | Tuan        | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Skwara      | Joseph      | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Duffield    | Patrick     | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Godfroy     | Matthew     | 100 Federal City Rd, Ste C102              | Lawrenceville | NJ    | 08648-1664 | 609.771.8018 |
| Pisko       | Joseph      | 1105 Laurel Oak Rd, Ste 154                | Voorhees      | NJ    | 08043-4312 | 856.783.5050 |
| Blackmon    | Kenneth     | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| McLeer      | William     | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Vitanza     | Steven      | 1105 Laurel Oak Road, Suite 142            | Voorhees      | NJ    | 08043-4312 | 856.741.8000 |
| Borsuk      | Alexander   | 101 College Rd E, 2nd floor                | Princeton     | NJ    | 08540-6601 | 609.452.2299 |
| Bobo        | Gavin       | 525 Route 73 N, Ste 215                    | Marlton       | NJ    | 08053-3422 | 856.334.5001 |
| Borsuk      | Christopher | 101 College Rd E, 2nd floor                | Princeton     | NJ    | 08540-6601 | 609.452.2299 |
| O'Donnell   | John        | 101 College Rd E, 2nd floor                | Princeton     | NJ    | 08540-6601 | 609.452.2299 |
| Cohen       | Stuart      | 2630 E Chestnut Ave, Ste D8                | Vineland      | NJ    | 08361-8400 | 856.696.7300 |
| Turi        | John        | 200 Schulz Dr Ste 101                      | Red Bank      | NJ    | 07701-6776 | 732.772.1172 |
| Sosna       | Scott       | 80 Rt 4 East, Ste 140                      | Paramus       | NJ    | 07652-2620 | 201.483.9550 |
| Virgone     | Joseph      | 80 Rt 4 East, Ste 140                      | Paramus       | NJ    | 07652-2620 | 201.483.9550 |
| Lang        | Edward      | 80 Rt 4 East, Ste 140                      | Paramus       | NJ    | 07652-2620 | 201.483.9550 |
| Peters      | David       | 21 Route 31 N, Ste B-8A                    | Pennington    | NJ    | 08534-1621 | 908.713.6785 |
| Heide       | Michelle    | 16 Leigh St Unit 1B & 1C, PO Box 5207      | Clinton       | NJ    | 08809-1412 | 908.713.4909 |
| Croghan     | Stephen     | 349 Rt 31, Ste 101                         | Flemington    | NJ    | 08822-5777 | 908.713.4902 |
| Jeske       | Kenneth     | East 80 Route 4, Ste 160                   | Paramus       | NJ    | 07652-2647 | 201.843.2330 |
| Brehm       | Jeffrey     | 104 Union Ave, Fl 1 Ste 1                  | Manasquan     | NJ    | 08736-3625 | 732.292.1780 |
| Manochio    | Rocco       | 1064 S Main St, Ste 1A                     | West Creek    | NJ    | 08092-2913 | 609.318.8000 |
| Farrell     | James       | 700 Lake St Ste 700B                       | Ramsey        | NJ    | 07446-1246 | 609.385.2529 |
| Ward        | William     | 141 W Front St, Ste 160                    | Red Bank      | NJ    | 07701-6418 | 732.747.1673 |
| Mandile     | Joseph      | 141 W Front St, Ste 160                    | Red Bank      | NJ    | 07701-6418 | 732.747.1673 |
| Gioia       | Thomas      | 141 W Front St, Ste 160                    | Red Bank      | NJ    | 07701-6418 | 732.747.1673 |
| Zaccardo    | Joseph      | 273 State Route 34                         | Colts Neck    | NJ    | 07722-2437 | 732.239.8321 |
| Bifulco     | Gerard      | 273 State Route 34                         | Colts Neck    | NJ    | 07722-2437 | 732.239.8321 |
| Chivi       | Zakkour     | 2137 State Route 35, Ste 365               | Holmdel       | NJ    | 07733-1083 | 732.359.3300 |
| Crapelli    | Vincent     | 147 Union Ave Ste 203                      | Manasquan     | NJ    | 08736-3648 | 732.528.1110 |
| Landau      | Edward      | 25A Hanover Rd Ste 103                     | Florham Park  | NJ    | 07932-1441 | 973.633.0877 |
| Light       | David       | 25A Hanover Rd Ste 103                     | Florham Park  | NJ    | 07932-1441 | 973.633.0877 |
| Rinaldo     | Michael     | 25A Hanover Rd Ste 103                     | Florham Park  | NJ    | 07932-1441 | 973.633.0877 |
| Goldberg    | Wesley      | 1250 E Ridgewood Ave                       | Ridgewood     | NJ    | 07450-3956 | 917.460.7863 |
| Killebrew   | Steve       | 1250 E Ridgewood Ave                       | Ridgewood     | NJ    | 07450-3956 | 917.460.7863 |
| Schad       | Richard     | 50 Run Creek Pl                            | Marmora       | NJ    | 08223-1290 | 609.390.2220 |
| Grimmie     | Stephen     | 2021 New Rd, 12 Linwood Professional Plaza | Linwood       | NJ    | 08221-1045 | 609.653.0052 |
| Penny       | William     | 2021 New Rd, 12 Linwood Professional Plaza | Linwood       | NJ    | 08221-1045 | 609.653.0052 |
| Faverzani   | Frank       | 2021 New Rd, 12 Linwood Professional Plaza | Linwood       | NJ    | 08221-1045 | 609.653.0052 |
| Van Ollefen | Lawrence    | 2021 New Rd, 12 Linwood Professional Plaza | Linwood       | NJ    | 08221-1045 | 609.653.0052 |
| Meis        | James       | 2021 New Rd, 12 Linwood Professional Plaza | Linwood       | NJ    | 08221-1045 | 609.653.0052 |
| DiPietro    | John        | 57 S Broadway Ste C                        | Pitman        | NJ    | 08071-1413 | 856.218.7030 |
| Joshi       | Hema        | 19 McPherson Drive                         | Flemington    | NJ    | 08822-2643 | 908.237.5199 |
| Graf        | Matthew     | 8 Hillside Ave Ste 301                     | Montclair     | NJ    | 07042-2129 | 201.221.7373 |
| Dankner     | Evan        | 8 Hillside Ave Ste 301                     | Montclair     | NJ    | 07042-2129 | 201.221.7373 |
| Burns       | Marlene     | 24 N Main St                               | Lambertville  | NJ    | 08530-2104 | 610.397.0197 |
| Grauer      | Kevin       | 8 Hillside Ave Ste 301                     | Montclair     | NJ    | 07042-2129 | 201.221.7373 |
| Friedman    | Eric        | 8 Hillside Ave Ste 301                     | Montclair     | NJ    | 07042-2129 | 201.221.7373 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last          | First       | Address                                       | City         | State | Zip Code   | Bus Phone    |
|---------------|-------------|---|--------------|-------|------------|--------------|
| Hess          | Barry       | 8 Hillside Ave Ste 301                        | Montclair    | NJ    | 07042-2129 | 201.221.7373 |
| Putney        | Thomas      | 222 New Road, Suite 503                       | Linwood      | NJ    | 08221-1284 | 609.484.8885 |
| Kramarski     | Henry       | 505 South Lenola Road, Suite 127              | Moorestown   | NJ    | 08057-1549 | 856.235.0505 |
| Gallant       | Montgomery  | 92 Nassau St                                  | Princeton    | NJ    | 08542-4530 | 609.279.1950 |
| Burns         | Jeffrey     | 100 Overlook Center, 2nd Fl                   | Princeton    | NJ    | 08540-7814 | 604.375.2154 |
| De Lucia      | Anthony     | 100 Overlook Center, 2nd Fl                   | Princeton    | NJ    | 08540-7814 | 604.375.2154 |
| Walker        | Stephen     | 24 Mine St, Ste 201                           | Flemington   | NJ    | 08822-6500 | 908.782.7673 |
| Andreacchio   | Robert      | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Guggenheim    | Eric        | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Nocito        | James       | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Thesing       | William     | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| La Selva      | Louis       | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Radimer       | Keith       | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Holderried    | Anne        | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Pittaulis     | George      | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Zaroli        | Alfred      | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Santillo      | Matthew     | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Johnston      | Gary        | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Fitzgerald    | Matthew     | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Altmann       | Brian       | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Esterman      | Robert      | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Hansen        | Roy         | 525 Route 73 N Ste 303                        | Marlton      | NJ    | 08053-3422 | 609.654.7400 |
| Schneider     | Larry       | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Heiser        | Christopher | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Warner        | Thomas      | 525 Route 73 N Ste 303                        | Marlton      | NJ    | 08053-3422 | 609.654.7400 |
| Siciliano     | Michael     | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Kalani        | Paul        | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Spanfelner    | Joseph      | 3000 Atrium Way, Ste 510                      | Mount Laurel | NJ    | 08054-3914 | 856.669.2600 |
| Gallagher     | Ian         | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Leonard       | Charles     | Five Greentree Center, 525 Route 73 N Ste 200 | Marlton      | NJ    | 08053-3422 | 856.797.0200 |
| Delmonte      | Donald      | 100 Center Blvd Ste F                         | Marlton      | NJ    | 08053-4128 | 856.988.9113 |
| Duvall        | Ted         | 3850 Masthead St NE                           | Albuquerque  | NM    | 87109-4479 | 505.884.5757 |
| Thomas        | Trevor      | 3850 Masthead St NE                           | Albuquerque  | NM    | 87109-4479 | 505.884.5757 |
| Garrett       | David       | 107 Bryn Mawr Dr SE                           | Albuquerque  | NM    | 87106-2209 | 505.962.2166 |
| Baxter        | Dylan       | 3850 Masthead St NE                           | Albuquerque  | NM    | 87109-4479 | 505.884.5757 |
| Essington     | Stephen     | 8500 Menaul Blvd NE Ste A-317                 | Albuquerque  | NM    | 87112-2286 | 505.437.8082 |
| Michnovicz    | Andrew      | 1690 S Telshor Blvd, Ste 2                    | Las Cruces   | NM    | 88011-4889 | 575.993.5769 |
| Campbell      | Jeremy      | 300 Galisteo St, Ste 101                      | Santa Fe     | NM    | 87501-2607 | 505.995.0714 |
| Walton        | Dona        | 6501 Wyoming Blvd NE Bldg E                   | Albuquerque  | NM    | 87109-0030 | 505.822.7924 |
| De Cleene     | Sherrill    | 500 Damonte Ranch Pkwy, Ste 735               | Reno         | NV    | 89521-3964 | 775.829.7210 |
| Mulloy        | Christopher | 500 Damonte Ranch Pkwy, Ste 735               | Reno         | NV    | 89521-3964 | 775.829.7210 |
| Fitzsimmons   | Daniel      | 500 Damonte Ranch Pkwy, Ste 735               | Reno         | NV    | 89521-3964 | 775.829.7210 |
| Heers         | Sandra      | 709 E Telegraph St                            | Carson City  | NV    | 89701-4219 | 775.884.0188 |
| Sande         | James       | 241 Ridge St Ste 220                          | Reno         | NV    | 89501-2056 | 775.683.3555 |
| Johnson       | Jeremiah    | 2831 St Rose Pkwy, Ste 200                    | Henderson    | NV    | 89052-4841 | 702.818.1111 |
| Greaves       | Lakely      | 7465 W Lake Mead Blvd, Ste 100                | Las Vegas    | NV    | 89128-1033 | 702.457.9876 |
| Sanman        | Mark        | 10161 Park Run Dr, Ste 150                    | Las Vegas    | NV    | 89145-8872 | 702.388.1116 |
| Fournier      | Matthew     | 231 N Buffalo Dr, Ste B                       | Las Vegas    | NV    | 89145-0305 | 702.240.7300 |
| Dudek         | Tatiana     | 2470 Saint Rose Pkwy Ste 305                  | Henderson    | NV    | 89074-7775 | 702.938.8080 |
| Allred        | Matthew     | 2900 Horizon Ridge Pkwy, Ste 201              | Henderson    | NV    | 89052-5014 | 702.992.6300 |
| Dube'         | John        | 231 N Buffalo Dr, Ste B                       | Las Vegas    | NV    | 89145-0305 | 702.240.7300 |
| Webb          | Stephanie   | 606 South 9th Street                          | Las Vegas    | NV    | 89101-7013 | 702.794.0400 |
| Van Hollebeke | Anthony     | 7477 W Lake Mead Blvd, Ste 110                | Las Vegas    | NV    | 89128-0374 | 702.534.7502 |
| Bertran       | C           | 7477 W Lake Mead Blvd, Ste 110                | Las Vegas    | NV    | 89128-0374 | 702.534.7502 |
| Hart          | Mickey      | 2470 Saint Rose Pkwy Ste 305                  | Henderson    | NV    | 89074-7775 | 702.938.8080 |
| Bean          | Lori        | 7251 W Lake Mead Blvd, Ste 210                | Las Vegas    | NV    | 89128      | 702.256.1450 |
| Denison       | Kyle        | 9121 W Russell Rd, Ste 214                    | Las Vegas    | NV    | 89148-1239 | 702.990.5873 |
| Hayes         | Daniel      | 90 Linden Oaks, Ste 230                       | Rochester    | NY    | 14625-2830 | 585.461.2280 |
| Nocon         | Nannette    | 2024 W Henrietta Rd, Ste 5k                   | Rochester    | NY    | 14623-1360 | 585.475.9430 |
| Kreuser       | Marc        | 104 W Miller St Ste 22                        | Newark       | NY    | 14513-1463 | 315.331.1177 |
| Baringer      | John        | 25 Clinton Avenue                             | Cortland     | NY    | 13045-2101 | 607.753.6785 |
| Smith         | Peter       | 43 S Broad St                                 | Norwich      | NY    | 13815-1691 | 607.373.3914 |
| Mancuso       | Anthony     | 113 Main St                                   | Batavia      | NY    | 14020-2100 | 585.343.4551 |
| Ferraro       | Michael     | 307 Wall Street Suite 7B                      | Kingston     | NY    | 12401-8001 | 845.481.4077 |
| Tracy         | Dennis      | 568 N Main St Ste 204                         | Brewster     | NY    | 10509-1231 | 845.363.1666 |
| Needham       | David       | 4 Atrium Dr, Ste 200                          | Albany       | NY    | 12205-1441 | 518.949.2039 |
| Bazanov       | Peter       | 5 Palisades Dr, Ste 320                       | Albany       | NY    | 12205-6433 | 518.458.7200 |
| Miller        | Scott       | 4 Atrium Dr, Ste 200                          | Albany       | NY    | 12205-1441 | 518.949.2039 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last            | First       | Address  | City             | State | Zip Code   | Bus Phone    |
|-----------------|-------------|--|------------------|-------|------------|--------------|
| George          | Jennifer    | 1654 Columbia Turnpike                             | Castleton        | NY    | 12033-9572 | 518.479.0522 |
| Sperazzo        | Matthew     | 5 Palisades Dr, Ste 320                            | Albany           | NY    | 12205-6433 | 518.458.7200 |
| Hornung         | John        | 17 Limestone Dr, Ste 7                             | Williamsville    | NY    | 14221-8601 | 716.204.1049 |
| Baldi           | Anthony     | 8310 Wehrle Dr                                     | Williamsville    | NY    | 14221-7334 | 716.626.3296 |
| Lurz            | Michael     | 2310 Wehrle Dr                                     | Williamsville    | NY    | 14221-7021 | 716.634.6667 |
| Rierner         | Timothy     | 702 Davison Rd                                     | Lockport         | NY    | 14094-5371 | 716.478.4320 |
| Walter          | William     | 17 Limestone Dr, Ste 7                             | Williamsville    | NY    | 14221-8601 | 716.204.1049 |
| Kubiak          | Richard     | 2498 Union Road                                    | Cheektowaga      | NY    | 14227-2231 | 716.668.0535 |
| Haag            | Peter       | 17 Limestone Dr, Ste 7                             | Williamsville    | NY    | 14221-8601 | 716.204.1049 |
| Woodward        | Mark        | 219 E Main St                                      | Batavia          | NY    | 14020-2228 | 585.219.4602 |
| Massaro         | Mark        | 17 Limestone Drive, Suite 8                        | Williamsville    | NY    | 14221-8601 | 716.626.6750 |
| Neff            | Scott       | 219 E Main St                                      | Batavia          | NY    | 14020-2228 | 585.219.4602 |
| Puscheck        | Micah       | 2390 N Forest Rd, Ste 1                            | Getzville        | NY    | 14068-1294 | 716.636.5480 |
| Miranto         | Scott       | 4241 Maple Rd                                      | Amherst          | NY    | 14226-1039 | 716.831.8944 |
| Pellicore       | Nicholas    | 6622 Main St, Ste 2                                | Williamsville    | NY    | 14221-5968 | 716.565.3880 |
| Vivolo          | Dominic     | 4476 Main St Ste 202                               | Amherst          | NY    | 14226-4465 | 716.768.2972 |
| Tyczynski       | John        | 4476 Main St Ste 202                               | Amherst          | NY    | 14226-4465 | 716.768.2972 |
| McLaughlin      | John        | 158 N Union St                                     | Olean            | NY    | 14760-2735 | 716.372.0100 |
| Burkhardt       | Brian       | 1 Seneca St Ste 2900                               | Buffalo          | NY    | 14203-2734 | 716.622.7356 |
| Hill            | Mathew      | 2290 East Ave, 2nd Fl                              | Rochester        | NY    | 14610-2567 | 585.295.0351 |
| Palazzolo       | Mark        | 2024 W Henrietta Rd, Ste 5D                        | Rochester        | NY    | 14623-1360 | 585.292.9850 |
| KRIEGER RADZIOW | Jennifer    | 240 Redtail Ste 13                                 | Orchard Park     | NY    | 14127-1582 | 716.671.9007 |
| Mc Donald       | John        | 2024 W Henrietta Rd, Ste 5D                        | Rochester        | NY    | 14623-1360 | 585.292.9850 |
| Corea           | Christopher | 2290 East Ave, 3rd floor                           | Rochester        | NY    | 14610-2567 | 716.295.2140 |
| Stone           | Mark        | 2290 East Ave, 3rd floor                           | Rochester        | NY    | 14610-2567 | 716.295.2140 |
| Campbell        | Brandon     | 43 Broadway Ste 2-8                                | Saranac Lake     | NY    | 12983-1719 | 518.891.2086 |
| Neitz           | Christopher | 1100 Goodman St S Ste 105                          | Rochester        | NY    | 14620-2530 | 585.292.9851 |
| Elnicki         | Ricci       | 2024 W Henrietta Road, Suite 3B                    | Rochester        | NY    | 14623-1358 | 585.424.1480 |
| Fredenburgh     | Jeremy      | 29 Tall Oaks Drive                                 | Seneca Falls     | NY    | 13148-1133 | 315.568.9000 |
| Keeling         | Mark        | 80 Wolf Rd, First Floor                            | Albany           | NY    | 12205-2608 | 518.459.5500 |
| Mirkovic        | Sasa        | 80 Wolf Rd, First Floor                            | Albany           | NY    | 12205-2608 | 518.459.5500 |
| Anastasio       | Gary        | 5786 Widewaters Pkwy                               | Syracuse         | NY    | 13214-1865 | 315.449.1563 |
| Teal            | Darryl      | 3 Hemphill Pl Ste 110                              | Malta            | NY    | 12020-4420 | 518.581.7550 |
| Franco          | Marc        | 7672 Oswego Rd                                     | Liverpool        | NY    | 13090-2946 | 315.546.0023 |
| Ferri           | Joseph      | 184 Front St                                       | Owego            | NY    | 13827-1557 | 607.223.4603 |
| Capsello        | Vincent     | 5786 Widewaters Pkwy                               | Syracuse         | NY    | 13214-1865 | 315.449.1563 |
| Morra           | Gregory     | 43 Paris Rd  | New Hartford     | NY    | 13413-2342 | 315.724.2345 |
| Zeigler         | Randy       | 97 W Utica Street                                  | Oswego           | NY    | 13126-3045 | 315.342.1227 |
| Corsi           | John        | 950 Danby Rd Ste 100-B                             | Ithaca           | NY    | 14850-5795 | 607.272.0777 |
| Winkelman       | Dwight      | 21 Fennell St, Ste 2                               | Skaneateles      | NY    | 13152-1117 | 315.685.1959 |
| Fredericks      | Jonathan    | 12 W State St                                      | Dolgeville       | NY    | 13329-1116 | 315.429.8219 |
| Lewandowski     | Mark        | 2406 Genesee St                                    | Utica            | NY    | 13502-5813 | 315.724.5078 |
| Lambert         | Ryan        | 1205 Troy Schenectady Rd, Ste 103                  | Latham           | NY    | 12110-1074 | 518.486.4401 |
| Prabhu          | Anjani      | 7518 S State St                                    | Lowville         | NY    | 13367-1531 | 315.376.8027 |
| Bialoglaw       | Joseph      | 52 Genesee St                                      | New Hartford     | NY    | 13413-2468 | 315.724.5200 |
| Cawley          | Kimberly    | 127 N Main St                                      | Cortland         | NY    | 13045-1225 | 607.344.0011 |
| Turner          | Brian       | 120 E Washington St Ste 926                        | Syracuse         | NY    | 13202-4010 | 315.218.5041 |
| Prioletti       | James       | 241 E Genesee St                                   | Syracuse         | NY    | 13202-1409 | 315.234.7021 |
| Good            | Robert      | 7800 State Route 5                                 | Clinton          | NY    | 13323-1012 | 315.853.2767 |
| Myers           | Jonathon    | 1550 Vestal Pkwy E, Ste B                          | Vestal           | NY    | 13850-1819 | 607.321.2501 |
| Saracene        | Alfred      | 8 Kennedy Pkwy                                     | Cortland         | NY    | 13045-1410 | 315.251.0512 |
| Nicolosi        | Carmelo     | 56 Clifton Country Rd Ste 102                      | Clifton Park     | NY    | 12065-3995 | 518.400.1099 |
| Gavin           | Sean        | 2900 Westchester Ave Ste 300                       | Purchase         | NY    | 10577-2551 | 914.373.6835 |
| Cohen           | Andrew      | 1345 Avenue of The Americas, 2nd Floor Office 2022 | New York         | NY    | 10105-0008 | 212.551.1197 |
| Miller          | Dennis      | 48 S Service Rd Ste 403                            | Melville         | NY    | 11747-2335 | 516.248.3900 |
| Zarra           | Christopher | 1600 Stewart Ave, Ste 303                          | Westbury         | NY    | 11590-6611 | 516.683.1111 |
| Gehrig          | Donald      | 90 Merrick Ave, Ste 403                            | East Meadow      | NY    | 11554-1571 | 516.861.3521 |
| Ciuffetelli     | Quintino    | 390 N Broadway Ste 240                             | Jericho          | NY    | 11753-2110 | 516.231.1000 |
| De Stefano      | Robert      | 1600 Stewart Ave, Ste 303                          | Westbury         | NY    | 11590-6611 | 516.683.1111 |
| De Vita         | Vincent     | 333 Jericho Tpke Ste 232                           | Jericho          | NY    | 11753-1100 | 516.513.1175 |
| Liana           | Joseph      | 1600 Stewart Ave, Ste 303                          | Westbury         | NY    | 11590-6611 | 516.683.1111 |
| Grossmann       | Mark        | 390 N Broadway Ste 240                             | Jericho          | NY    | 11753-2110 | 516.231.1000 |
| Boatswain       | Thomas      | 49 W Merrick Rd, Ste 104                           | Freeport         | NY    | 11520-3751 | 516.442.3254 |
| Pericolosi      | Mark        | 41 Front St Fl 2nd                                 | Rockville Centre | NY    | 11570-4057 | 516.255.0003 |
| Perkins         | Randall     | 90 Merrick Ave, Ste 403                            | East Meadow      | NY    | 11554-1571 | 516.861.3521 |
| Davidson        | Henry       | 6900 Jericho Tpke, Suite 201                       | Syosset          | NY    | 11791-4499 | 516.730.1007 |
| Israni          | Sandeep     | 6900 Jericho Tpke, Suite 201                       | Syosset          | NY    | 11791-4499 | 516.730.1007 |
| Cukaj           | Jak         | 200 Summit Lake Dr Ste 360                         | Valhalla         | NY    | 10595-1338 | 914.236.1202 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First       | Address                             | City              | State | Zip Code   | Bus Phone    |
|-------------|-------------|-------------------------------------|-------------------|-------|------------|--------------|
| Pascale     | John        | 6900 Jericho Tpke, Suite 201        | Syosset           | NY    | 11791-4499 | 516.730.1007 |
| Salomon     | Jacob       | 6900 Jericho Tpke, Suite 201        | Syosset           | NY    | 11791-4499 | 516.730.1007 |
| Maneri      | Anthony     | 6900 Jericho Tpke, Suite 201        | Syosset           | NY    | 11791-4499 | 516.730.1007 |
| Newman      | David       | 6900 Jericho Tpke, Suite 201        | Syosset           | NY    | 11791-4499 | 516.730.1007 |
| Palkovich   | Thomas      | 1600 Stewart Ave, Ste 303           | Westbury          | NY    | 11590-6611 | 516.683.1111 |
| Hirsch      | Shamir      | 6900 Jericho Tpke, Suite 201        | Syosset           | NY    | 11791-4499 | 516.730.1007 |
| Simonelli   | Gerard      | 390 N Broadway Ste 240              | Jericho           | NY    | 11753-2110 | 516.231.1000 |
| Lisanti     | Joseph      | 265 Sunrise Hwy, Ste 40             | Rockville Centre  | NY    | 11570-4912 | 516.415.7756 |
| Yacobi      | Oran        | 400 Rella Blvd Ste 165              | Suffern           | NY    | 10901-8114 | 914.909.6470 |
| Abrams      | Jonathan    | 265 Sunrise Hwy, Ste 40             | Rockville Centre  | NY    | 11570-4912 | 516.415.7756 |
| Dunlap      | Jacob       | 25 Main St, Ste 3-2                 | Goshen            | NY    | 10924-2144 | 845.291.7000 |
| Mazzetti    | David       | 176 Church St                       | Poughkeepsie      | NY    | 12601-4165 | 845.454.3021 |
| Burt        | Jason       | 176 Church St                       | Poughkeepsie      | NY    | 12601-4165 | 845.454.3021 |
| Buscetto    | Andrew      | 50 Main Street, Suite 1560          | White Plains      | NY    | 10606-1901 | 914.747.0810 |
| Martin      | Richard     | 25 Main St, Ste 3-2                 | Goshen            | NY    | 10924-2144 | 845.291.7000 |
| Trovato     | Vincent     | 2345 Route 52, Ste 2L               | Hopewell Junction | NY    | 12533-3219 | 845.227.4951 |
| Bredthauer  | William     | 2345 Route 52, Ste 2L               | Hopewell Junction | NY    | 12533-3219 | 845.227.4951 |
| Kalish      | Mark        | 25 Main St, Ste 3-2                 | Goshen            | NY    | 10924-2144 | 845.291.7000 |
| Cukaj       | Martin      | 488 Freedom Plains Rd, Suite 105    | Poughkeepsie      | NY    | 12603-2697 | 845.452.9267 |
| Baumgartner | Stephen     | 2345 Route 52, Ste 2L               | Hopewell Junction | NY    | 12533-3219 | 845.227.4951 |
| Phelan      | Kerry       | 27 Collegeview Ave                  | Poughkeepsie      | NY    | 12603-2456 | 845.495.3848 |
| Meddaugh    | Matthew     | 176 Church St                       | Poughkeepsie      | NY    | 12601-4165 | 845.454.3021 |
| DiSesa      | Maximus     | 176 Church St                       | Poughkeepsie      | NY    | 12601-4165 | 845.454.3021 |
| Fuentes     | Ellen       | 30-10 41st Ave, FL 1 Ste 3          | Long Island City  | NY    | 11101-2814 | 718.458.0908 |
| Seng        | Jack        | 108-37 71st Ave, Ste 7F             | Forest Hills      | NY    | 11375-4535 | 718.897.7193 |
| Boutis      | Ted         | 445 Broadhollow Rd, Ste 317         | Melville          | NY    | 11747-3601 | 361.396.1032 |
| Gleeson     | John        | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Comstock    | Brett       | One Corporate Drive, Ste 202        | Bohemia           | NY    | 11716-2663 | 631.582.9770 |
| Von Arx     | Philip      | 145 Pinelawn Rd, Ste 340N           | Melville          | NY    | 11747-3241 | 631.683.5570 |
| Colvin      | Mark        | 5750 Commons Park                   | East Syracuse     | NY    | 13057-9400 | 315.701.2983 |
| Trause      | Paul        | 145 Pinelawn Rd, Ste 340N           | Melville          | NY    | 11747-3241 | 631.683.5570 |
| Carriero    | Rocco       | 1673 County Rd 39                   | Southampton       | NY    | 11968-5298 | 631.283.8482 |
| Whitehead   | Robert      | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Peterson    | Ivy         | 800 Veterans Memorial Hwy, Ste 100  | Hauppauge         | NY    | 11788-2948 | 631.418.8000 |
| Tong        | Christopher | 201 Moreland Rd Ste 2               | Hauppauge         | NY    | 11788-3922 | 516.662.1443 |
| Biscardi    | Jeffrey     | 2150 Joshuas Path Ste 200           | Hauppauge         | NY    | 11788-4765 | 631.858.0288 |
| Mc Cormick  | Donald      | One Corporate Drive, Ste 202        | Bohemia           | NY    | 11716-2663 | 631.582.9770 |
| Albrecht    | Charles     | 445 Broadhollow Rd, Ste 317         | Melville          | NY    | 11747-3601 | 361.396.1032 |
| Nuccio      | Gary        | One Corporate Drive, Ste 202        | Bohemia           | NY    | 11716-2663 | 631.582.9770 |
| Kaufman     | Scott       | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Bresnan     | Kathleen    | 800 Veterans Memorial Hwy, Ste 100  | Hauppauge         | NY    | 11788-2948 | 631.418.8000 |
| Kofod       | Lars        | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Sangirardi  | Lawrence    | 145 Pinelawn Rd, Ste 340N           | Melville          | NY    | 11747-3241 | 631.683.5570 |
| Fucci       | Christopher | 150 Broadhollow Rd, Ste 205         | Melville          | NY    | 11747-4901 | 631.923.0888 |
| Marinaccio  | Joseph      | 145 Pinelawn Rd, Ste 340N           | Melville          | NY    | 11747-3241 | 631.683.5570 |
| Wenzel      | Jeffrey     | 445 Broadhollow Rd, Ste 317         | Melville          | NY    | 11747-3601 | 361.396.1032 |
| Wear        | Catherine   | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Petraco     | Todd        | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Kuttin      | Jonathan    | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Horowitz    | Andrew      | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Abney       | Eric        | 445 Broadhollow Rd, Ste 317         | Melville          | NY    | 11747-3601 | 361.396.1251 |
| Schenkman   | Aaron       | 1174 Veterans Memorial Hwy          | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Reilly      | Edward      | 445 Broadhollow Rd, Ste 317         | Melville          | NY    | 11747-3601 | 361.396.1032 |
| Bruer       | Rudolph     | 55000 Main Road, PO Box 1438        | Southold          | NY    | 11971-0938 | 631.765.5100 |
| Musiker     | Jeff        | 1174 Veterans Memorial Hwy, Ste 402 | Hauppauge         | NY    | 11788-4459 | 631.770.0335 |
| Barone      | Anthony     | 100 S Jersey Ave Unit 11            | East Setauket     | NY    | 11733-2035 | 631.353.7880 |
| Vicari      | Joseph      | 145 Pinelawn Rd, Ste 340N           | Melville          | NY    | 11747-3241 | 631.683.5570 |
| Fusaro      | Anthony     | 7 E Carver St                       | Huntington        | NY    | 11743-3409 | 631.414.7354 |
| Carter      | Michael     | 800 Westchester Ave, Ste 508        | Rye Brook         | NY    | 10573-1354 | 914.253.0880 |
| Flanagan    | Lara        | 800 Westchester Ave, Ste 508        | Rye Brook         | NY    | 10573-1354 | 914.253.0880 |
| Paulmeno    | Michael     | 800 Westchester Ave, Ste 508        | Rye Brook         | NY    | 10573-1354 | 914.253.0880 |
| Coffey      | Robert      | 7 Wisner Rd                         | Warwick           | NY    | 10990-3685 | 914.253.8800 |
| Camilleri   | Charles     | 200 Summit Lake Dr Ste 210          | Valhalla          | NY    | 10595-1360 | 914.236.1200 |
| Pell        | Geri        | 800 Westchester Ave, Ste 300        | Rye Brook         | NY    | 10573-1354 | 914.253.8800 |
| Boxer       | Larry       | 200 Summit Lake Dr Ste 210          | Valhalla          | NY    | 10595-1360 | 914.236.1200 |
| Lynne       | Jared       | 427 Bedford Rd, Ste 210             | Pleasantville     | NY    | 10570-3035 | 914.801.7800 |
| Jacobson    | Stacey      | 800 Westchester Ave, Ste 508        | Rye Brook         | NY    | 10573-1354 | 914.253.0880 |
| Sharkey     | Mary Beth   | 800 Westchester Ave, Ste 300        | Rye Brook         | NY    | 10573-1354 | 914.253.8800 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last              | First      | Address  | City             | State | Zip Code   | Bus Phone    |
|-------------------|------------|--|------------------|-------|------------|--------------|
| Nachman           | Eric       | 427 Bedford Rd, Ste 110                            | Pleasantville    | NY    | 10570-3034 | 914.769.2800 |
| Lombardi          | Joseph     | 800 Westchester Ave, Ste 508                       | Rye Brook        | NY    | 10573-1354 | 914.835.3600 |
| Santucci          | Paul       | 800 Westchester Ave, Ste 508                       | Rye Brook        | NY    | 10573-1354 | 914.253.0880 |
| Whitcomb          | Susan      | 842 Fort Salonga Rd Ste 2                          | Northport        | NY    | 11768-2266 | 631.239.1176 |
| Murphy            | Pascal     | 1 Crosfield Ave Ste 300                            | West Nyack       | NY    | 10994-2229 |              |
| Celso-Mc Gurk     | Angela     | 2 Westchester Park Dr, Ste 103                     | White Plains     | NY    | 10604-3424 | 914.219.4632 |
| Davison           | Brigitte   | 200 Summit Lake Dr Ste 210                         | Valhalla         | NY    | 10595-1360 | 914.236.1200 |
| Berard            | Robert     | 2 Westchester Park Dr, Ste 103                     | White Plains     | NY    | 10604-3424 | 914.219.4632 |
| Bhandari          | Melanie    | 800 Westchester Ave, Ste S-508                     | Rye Brook        | NY    | 10573-1332 | 914.269.6739 |
| Veteri            | Paul       | 2 Westchester Park Dr, Ste 103                     | White Plains     | NY    | 10604-3424 | 914.219.4632 |
| Brown             | Joshua     | 399 Knollwood Rd Ste 212                           | White Plains     | NY    | 10603-1937 | 914.237.5500 |
| Rienas            | Ronald     | 399 Knollwood Rd Ste 212                           | White Plains     | NY    | 10603-1937 | 914.237.5500 |
| Haughney          | Edna       | 1 Blue Hill Plz, Ste 1509 Lbby Level               | Pearl River      | NY    | 10965-3165 | 845.653.3272 |
| O'Rourke          | Susan      | 1969 Palmer Ave                                    | Larchmont        | NY    | 10538-2439 | 914.844.7709 |
| Danaher           | Marguerite | 175 S Wellwood Ave                                 | Lindenhurst      | NY    | 11757-4902 | 631.450.4100 |
| Gargiulo          | Robert     | 175 S Wellwood Ave                                 | Lindenhurst      | NY    | 11757-4902 | 631.450.4100 |
| Sears             | Jean       | 90 N Broadway Suite 104                            | Irvington        | NY    | 10533-3200 | 914.591.1100 |
| Hurley            | Garrett    | 200 W 41st Street, Suite 1902                      | New York         | NY    | 10036-7209 | 646.661.7073 |
| Rosenberg-Moffitt | Lauren     | 98 Cuttermill Rd, Ste 248 S                        | Great Neck       | NY    | 11021-3010 | 516.570.4300 |
| Levine            | David      | 377 Oak St, Ste 103                                | Garden City      | NY    | 11530-6553 | 516.299.6362 |
| Andriola          | Philip     | 401 Franklin Ave, Ste 101 & Ste 103                | Garden City      | NY    | 11530-5942 | 516.345.2600 |
| Scaramuzzo        | Valentino  | 401 Franklin Ave, Ste 101 & Ste 103                | Garden City      | NY    | 11530-5942 | 516.345.2600 |
| Block             | Theodore   | 377 Oak St, Ste 103                                | Garden City      | NY    | 11530-6553 | 516.299.6362 |
| Limperopoulos     | George     | 377 Oak St, Ste 103                                | Garden City      | NY    | 11530-6553 | 516.299.6362 |
| Bishop            | Stephen    | 377 Oak St, Ste 103                                | Garden City      | NY    | 11530-6553 | 516.299.6362 |
| Barone            | Peter      | 401 Franklin Ave, Ste 101 & Ste 103                | Garden City      | NY    | 11530-5942 | 516.345.2600 |
| Miller            | Steven     | 401 Franklin Ave, Ste 101 & Ste 103                | Garden City      | NY    | 11530-5942 | 516.345.2600 |
| Bostwick          | Sean       | 515 Broadhollow Rd Ste 800                         | Melville         | NY    | 11747-3738 | 516.908.1908 |
| Mocniak           | Joseph     | 4510 Merrick Rd                                    | Massapequa       | NY    | 11758-6008 | 516.797.7591 |
| Stepniewski       | Todd       | 500 N Broadway Ste 144                             | Jericho          | NY    | 11753-2128 | 516.797.7590 |
| Tassey            | William    | 500 N Broadway Ste 144                             | Jericho          | NY    | 11753-2128 | 516.797.7590 |
| Drost             | Andrew     | 1 Huntington Quad Ste 3N15                         | Melville         | NY    | 11747-4431 | 631.396.2075 |
| Matera            | Thomas     | 4510 Merrick Rd                                    | Massapequa       | NY    | 11758-6008 | 516.797.7591 |
| Kricher           | Jeanmarie  | 745 5th Ave Ste 500                                | New York         | NY    | 10151-0099 | 646.354.6517 |
| Salmon            | Michael    | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Yang              | Tony       | 1185 Avenue of the Americas, Fl 3                  | New York         | NY    | 10036-2600 | 212.520.0947 |
| Anton             | Lauraine   | 455 W 23rd St, Ste 1F                              | New York         | NY    | 10011-2156 | 212.227.9040 |
| Levine            | Peter      | 481 8th Ave Ste 1130                               | New York         | NY    | 10001-1809 | 212.967.1428 |
| Candela           | Joseph     | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Sangirardi        | Michael    | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Lukovenko         | Dmitry     | 1430 Broadway Ste 305                              | New York         | NY    | 10018-9224 | 646.292.8010 |
| Li                | Weidan     | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Bakshi            | Jagdip     | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Eng               | Raymond    | 455 W 23rd St, Ste 1F                              | New York         | NY    | 10011-2156 | 212.227.9040 |
| Kash              | Lance      | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Paolucci          | Michael    | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Bertucci          | Donald     | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Filocomo          | Jennifer   | 455 W 23rd St, Ste 1F                              | New York         | NY    | 10011-2156 | 212.227.9040 |
| Volkman           | David      | 455 W 23rd St, Ste 1F                              | New York         | NY    | 10011-2156 | 212.227.9040 |
| Daly              | David      | 30 Wall St, FL 8                                   | New York         | NY    | 10005-2205 | 212.709.8277 |
| Melamed           | Alan       | 1345 Avenue of the Americas, 2nd Floor Office 2020 | New York         | NY    | 10105-0008 | 212.759.5796 |
| Frank             | Craig      | 600 Mamaroneck Ave Ste 424                         | Harrison         | NY    | 10528-1613 | 914.301.9404 |
| Conlon            | Brian      | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Millstein         | Gilbert    | 122 E 42nd St Ste 2215                             | New York         | NY    | 10168-2297 | 646.964.9460 |
| Manto             | Gregory    | 767 3rd Ave, Fl 38th                               | New York         | NY    | 10017-2023 | 347.880.6509 |
| Ackerhalt         | Ryan       | 767 3rd Ave, Fl 38th                               | New York         | NY    | 10017-2023 | 347.880.6509 |
| Feighan           | Gregory    | 100 Summit Lake Dr, Ste 150                        | Valhalla         | NY    | 10595-1394 | 914.747.0200 |
| Amoruso           | Donald     | 100 Summit Lake Drive, Suite 150                   | Valhalla         | NY    | 10595-1394 | 914.747.0200 |
| Briganti          | Santo      | 100 Summit Lake Drive, Suite 150                   | Valhalla         | NY    | 10595-1394 | 914.747.0200 |
| Leimgruber        | Eric       | 100 Summit Lake Dr, Ste 150                        | Valhalla         | NY    | 10595-1394 | 914.747.0200 |
| Kleiner           | David      | 555 Pleasantville Rd Ste S107A                     | Briarcliff Manor | NY    | 10510-1955 | 914.984.7100 |
| Feighan           | Robert     | 100 Summit Lake Dr, Ste 150                        | Valhalla         | NY    | 10595-1394 | 914.747.0200 |
| Dell'Aglio        | Corrado    | 100 Summit Lake Drive, Suite 150                   | Valhalla         | NY    | 10595-1394 | 914.747.0200 |
| Nicolosi          | Thomas     | 1200 South Ave, Suite 305                          | Staten Island    | NY    | 10314-3424 | 718.524.8450 |
| MASIELLO          | Daniel     | 1200 South Ave, Suite 305                          | Staten Island    | NY    | 10314-3424 | 718.524.8450 |
| Storberg          | Eric       | 1200 South Ave, Suite 305                          | Staten Island    | NY    | 10314-3424 | 718.524.8450 |
| MASIELLO          | Daniel     | 1200 South Ave, Suite 305                          | Staten Island    | NY    | 10314-3424 | 718.524.8450 |
| Ross              | John       | 2025 Richmond Ave Ste 200                          | Staten Island    | NY    | 10314-3937 | 844.582.5154 |

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|-------------------|-----------|---------------------------------|----------------|-------|------------|--------------|
| Saalsman          | Daniel    | 399 Knollwood Rd, Ste G10       | White Plains   | NY    | 10603-1944 | 914.468.2001 |
| Gregor            | Joan      | 2900 Westchester Ave, Ste 300   | Purchase       | NY    | 10577-2551 | 914.777.7526 |
| Mazzilli          | Michael   | 399 Knollwood Rd, Ste G10       | White Plains   | NY    | 10603-1944 | 914.468.2001 |
| Fallon            | Matthew   | 399 Knollwood Rd, Ste G10       | White Plains   | NY    | 10603-1944 | 914.468.2001 |
| Kunstreich        | B         | 2900 Westchester Ave, Ste 300   | Purchase       | NY    | 10577-2551 | 914.777.7526 |
| Jacobsen          | Jarrett   | 2900 Westchester Ave, Ste 300   | Purchase       | NY    | 10577-2551 | 914.777.7526 |
| Ferreira-Lopreato | Ana       | 2900 Westchester Ave, Ste 300   | Purchase       | NY    | 10577-2551 | 914.777.7526 |
| Gonzales          | Arnel     | 2900 Westchester Ave, Ste 300   | Purchase       | NY    | 10577-2551 | 914.777.7526 |
| Bhashyam          | Shiva     | 399 Knollwood Rd, Ste G10       | White Plains   | NY    | 10603-1944 | 914.468.2001 |
| Anthis            | Katherine | 5700 Commons Park               | East Syracuse  | NY    | 13057-9822 | 315.449.0691 |
| Lucus             | Jennifer  | 121 Outerbelt St                | Columbus       | OH    | 43213-1548 | 614.575.6510 |
| Buehner           | Jason     | 7400 W Campus Rd Ste 210        | New Albany     | OH    | 43054-8722 | 614.591.5740 |
| Randall           | Mark      | 530 W Spring St Ste 160         | Columbus       | OH    | 43215-2797 | 614.643.1696 |
| Rothstein         | Michael   | 530 W Spring St, Ste 150        | Columbus       | OH    | 43215-5374 | 614.621.2639 |
| Kurgan            | John      | 121 Outerbelt St                | Columbus       | OH    | 43213-1548 | 614.575.6510 |
| Gilbert           | Jeffrey   | 530 W Spring St Ste 160         | Columbus       | OH    | 43215-2797 | 614.643.1696 |
| Mc Mullen         | Kerry     | 121 Outerbelt St                | Columbus       | OH    | 43213-1548 | 614.575.6510 |
| Cottle            | Marc      | 313A Bierly Rd                  | Portsmouth     | OH    | 45662-8805 | 740.354.2401 |
| Moller            | Richard   | 1925 Newark Granville Rd        | Granville      | OH    | 43023-9153 | 740.587.1592 |
| Romer-jordan      | Ryan      | 530 W Spring St Ste 160         | Columbus       | OH    | 43215-2797 | 614.643.1696 |
| Mccoy             | Shawn     | 530 W Spring St Ste 160         | Columbus       | OH    | 43215-2797 | 614.643.1696 |
| Shortreed         | Thomas    | 3378 State Rte 5 NE             | Cortland       | OH    | 44410-1627 | 330.638.5525 |
| Daugherty         | Michael   | 4383 Executive Cir NW           | Canton         | OH    | 44718-2999 | 330.497.5304 |
| Kaimal            | Balaran   | 2104 Front St, Ste C            | Cuyahoga Falls | OH    | 44221-3259 | 330.922.4710 |
| Mahoney           | Mark      | 13831 Youth Street              | North Lawrence | OH    | 44666-9725 | 330.834.9061 |
| Landy             | Steven    | 8710 Cleveland Ave NW           | North Canton   | OH    | 44720-4827 | 330.595.1700 |
| Sherman           | Robert    | 2104 Front St, Ste C            | Cuyahoga Falls | OH    | 44221-3259 | 330.922.4710 |
| Hamilton          | Brian     | 8710 Cleveland Ave NW           | North Canton   | OH    | 44720-4827 | 330.595.1700 |
| Lucas             | Keith     | 56 Metric Dr                    | Tallmadge      | OH    | 44278-2337 | 330.633.9244 |
| Gnandt            | Chris     | 4383 Executive Cir NW           | Canton         | OH    | 44718-2999 | 330.497.5304 |
| Malaska           | George    | 2 Summit Park Dr, Ste 240       | Independence   | OH    | 44131-2553 | 216.283.5709 |
| Quinonez          | Patricia  | 4600 Rockside Rd Ste 200        | Independence   | OH    | 44131-2132 | 216.373.2700 |
| Goggans           | Walter    | 2 Summit Park Dr, Ste 240       | Independence   | OH    | 44131-2553 | 216.283.5709 |
| Mc Clain          | Robert    | 4141 Rockside Rd, Ste 105       | Seven Hills    | OH    | 44131-2593 | 216.353.0750 |
| Overmyer          | Carl      | 1604 E Perkins Ave Ste 109      | Sandusky       | OH    | 44870-5123 | 419.624.0606 |
| Pinto             | Brian     | 1991 Crocker Rd, Ste 200        | Westlake       | OH    | 44145-6970 | 440.541.0055 |
| Oster             | Tobias    | 2 Summit Park Dr, Ste 240       | Independence   | OH    | 44131-2553 | 216.283.5709 |
| Cupach            | William   | 32660 Sawgrass Circle           | Avon Lake      | OH    | 44012-3329 | 216.235.0504 |
| Singh             | Satish    | 26915 Westwood Rd B1            | Westlake       | OH    | 44145-4657 | 440.471.4002 |
| Stiegele          | Beverly   | 1991 Crocker Rd, Ste 200        | Westlake       | OH    | 44145-6970 | 440.541.0055 |
| Davis             | James     | 1110 Castalia Street, Suite D   | Bellevue       | OH    | 44811-1181 | 419.483.5885 |
| Campbell          | Harmony   | 3009 Smith Rd Suite 25          | Fairlawn       | OH    | 44333-2694 | 330.598.6011 |
| Brunot            | Gregory   | 5650 Blazer Pkwy, Suite 100     | Dublin         | OH    | 43017-3562 | 614.588.0300 |
| Smeltzer          | Phillip   | 18 W State St, Ste 100          | Athens         | OH    | 45701-2567 | 740.594.1300 |
| Averesch          | Gregory   | 147 N Main St Ste A, PO Box 92  | Bluffton       | OH    | 45817-0092 | 419.358.9515 |
| Shulack           | William   | 81 Mill St, Ste 100             | Gahanna        | OH    | 43230-3011 | 614.269.0195 |
| Fish              | Russell   | 8425 Pulsar Pl, Ste 420         | Columbus       | OH    | 43240-2079 | 614.846.7193 |
| Sutton            | Douglas   | 120 E Ervin Rd                  | Van Wert       | OH    | 45891-2519 | 419.238.1610 |
| Yates             | Keith     | 15 Clairedan Dr                 | Powell         | OH    | 43065-8064 | 614.841.9420 |
| Chaddock          | Jeffery   | 81 Mill St, Ste 100             | Gahanna        | OH    | 43230-3011 | 614.269.0195 |
| Nowe              | Robert    | 5860 Venture Dr, Ste B          | Dublin         | OH    | 43017-6137 | 614.389.3400 |
| Herman            | Michael   | 22901 Millcreek Blvd Ste 375    | Cleveland      | OH    | 44122-5724 | 216.514.7100 |
| Fryer             | Mark      | 3418 Ridgewood Rd, Ste A        | Akron          | OH    | 44333-3120 | 330.864.1250 |
| Zhang             | Annie     | 3250 W Market St Ste 300        | Fairlawn       | OH    | 44333-3321 | 330.475.7058 |
| Schmitt           | James     | 22901 Millcreek Blvd Ste 375    | Cleveland      | OH    | 44122-5724 | 216.514.7100 |
| Tokmazeysky       | Michael   | 22901 Millcreek Blvd Ste 375    | Cleveland      | OH    | 44122-5724 | 216.514.7100 |
| Skrbis            | Robert    | 22901 Millcreek Blvd Ste 375    | Cleveland      | OH    | 44122-5724 | 216.514.7100 |
| Plys              | Darrin    | 22901 Millcreek Blvd Ste 375    | Cleveland      | OH    | 44122-5724 | 216.514.7100 |
| Thomasson         | Charles   | 29525 Chagrin Blvd Ste 370      | Pepper Pike    | OH    | 44122-4601 | 216.464.3140 |
| Cianciolo         | Michael   | 22901 Millcreek Blvd Ste 375    | Cleveland      | OH    | 44122-5724 | 216.514.7100 |
| Rogers            | Thomas    | 22901 Millcreek Blvd Ste 375    | Cleveland      | OH    | 44122-5724 | 216.514.7100 |
| Derflinger        | Michael   | 400 W Wilson Bridge Rd, Ste 280 | Worthington    | OH    | 43085-5222 | 614.848.3437 |
| Wolfe             | Jason     | 400 W Wilson Bridge Rd, Ste 280 | Worthington    | OH    | 43085-5222 | 614.848.3437 |
| Roberts           | Michael   | 13 Park Ave W Ste 601           | Mansfield      | OH    | 44902-1745 | 419.521.4406 |
| Esposito          | Eric      | 255 Executive Drive             | Marion         | OH    | 43302-6307 | 740.387.8402 |
| Morris            | John      | 1512 West Church St             | Newark         | OH    | 43055-1532 | 740.349.3878 |
| Vannatta          | Jeffrey   | 4003 Rhodes Ave                 | New Boston     | OH    | 45662-5526 | 740.456.8297 |
| Shively           | Cynthia   | 3010 State Route 5, Ste A       | Cortland       | OH    | 44410-9110 | 330.638.5516 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address                                      | City              | State | Zip Code   | Bus Phone    |
|--------------|-------------|--|-------------------|-------|------------|--------------|
| Dinard       | Jeffrey     | 7010 South Ave, Ste 1A                       | Youngstown        | OH    | 44512-3603 | 330.965.6370 |
| Roborecki    | Christopher | 6100 Oak Tree Blvd Ste 105                   | Independence      | OH    | 44131-6954 | 216.674.3112 |
| Lalli        | Mary        | 8972 Darrow Rd, Ste A202-B                   | Twinsburg         | OH    | 44087-2189 | 330.486.0777 |
| Hammer-Huber | Christian   | 17550 Parkside Dr                            | North Royalton    | OH    | 44133-5416 | 440.877.9717 |
| Chiarucci    | Marie       | 1315 Corporate Dr, Ste A                     | Hudson            | OH    | 44236-4453 | 330.650.2550 |
| Lewis        | Zachary     | 151 Orchardview Rd                           | Seven Hills       | OH    | 44131-5836 | 216.750.9690 |
| Edwards      | Dee         | 1315 Corporate Dr, Ste A                     | Hudson            | OH    | 44236-4453 | 330.650.2550 |
| Bingham      | James       | 6 Main St                                    | Tiffin            | OH    | 44883-3063 | 567.220.4062 |
| Trecaso      | John        | 2311 W Market St, Ste 1A                     | Akron             | OH    | 44313-4441 | 330.835.4800 |
| Piatko       | Aaron       | 4481 Munson Rd NW, Ste 304                   | Canton            | OH    | 44718-3681 | 330.493.0063 |
| Pariso       | Kelly       | 972 E Turkeyfoot Lake Rd                     | Akron             | OH    | 44312-5241 | 330.701.6436 |
| Lake         | Brian       | 4481 Munson Rd NW, Ste 304                   | Canton            | OH    | 44718-3681 | 330.493.0063 |
| Lapinto      | Anthony     | 4481 Munson Rd NW, Ste 304                   | Canton            | OH    | 44718-3681 | 330.493.0063 |
| Clemens      | Jason       | 4481 Munson Rd NW, Ste 304                   | Canton            | OH    | 44718-3681 | 330.493.0063 |
| Cleary       | Darrell     | 4383 Executive Cir NW                        | Canton            | OH    | 44718-2999 | 330.497.5304 |
| Llamas       | Romero      | 4383 Executive Cir NW                        | Canton            | OH    | 44718-2999 | 330.497.5304 |
| Valentine    | David       | 4383 Executive Cir NW                        | Canton            | OH    | 44718-2999 | 330.497.5304 |
| Sieverts     | Scott       | 4383 Executive Cir NW                        | Canton            | OH    | 44718-2999 | 330.497.5304 |
| Katigbak     | Ronald      | 219 E Maple St, Ste 120                      | North Canton      | OH    | 44720-2586 | 330.327.8123 |
| Elgin        | John        | 5399 Lauby Rd Ste 115                        | North Canton      | OH    | 44720-1554 | 330.433.2840 |
| Gleason      | James       | 445 Hutchinson Ave, Ste 500                  | Columbus          | OH    | 43235-8616 | 614.987.0087 |
| Gallaughier  | Christopher | 445 Hutchinson Ave, Ste 500                  | Columbus          | OH    | 43235-8616 | 614.987.0087 |
| Kota         | Jeffrey     | 111 S Buckeye St Ste 250, Ste C              | Wooster           | OH    | 44691-4382 | 330.263.1930 |
| Alexander    | John        | 90 Hidden Ravines Dr                         | Powell            | OH    | 43065-8736 | 614.396.3800 |
| Zag          | Lynn        | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4025 |
| Gabel        | Janet       | 15 Bishop Dr Ste 101                         | Westerville       | OH    | 43081-2273 | 614.426.4494 |
| Berardi      | Stephen     | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4025 |
| Goubeaux     | Jaime       | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4028 |
| Unger        | James       | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4028 |
| Johnson      | James       | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4028 |
| Cookston     | Karen       | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4028 |
| Carbetta     | Paul        | 90 Hidden Ravines Dr                         | Powell            | OH    | 43065-8736 | 614.396.3800 |
| Daley        | Stephen     | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4028 |
| Nalli        | Joshua      | 250 W Old Wilson Bridge Rd, Ste 150          | Worthington       | OH    | 43085-2215 | 614.396.4025 |
| Moenter      | Jennifer    | 312 N Main St                                | Delphos           | OH    | 45833-1574 | 419.695.7010 |
| Hoffman      | Jared       | 100 W Old Wilson Bridge Rd, Ste 100          | Worthington       | OH    | 43085-5236 | 614.396.4020 |
| Holm         | Rachael     | 445 Hutchinson Ave, Ste 500                  | Columbus          | OH    | 43235-8616 | 614.987.0087 |
| Dawson       | Johnny      | 1070 Polaris Pkwy, Ste 130                   | Columbus          | OH    | 43240-4039 | 614.823.8660 |
| Zipfel       | Neil        | 888 High St                                  | Worthington       | OH    | 43085-4110 | 614.725.1744 |
| Mcvay        | Brian       | 47443 National Rd W Ste 2                    | Saint Clairsville | OH    | 43950-8804 | 740.296.5672 |
| Long         | Brian       | 125 West Mulberry Street                     | Lancaster         | OH    | 43130-3014 | 740.388.0386 |
| Hemphill     | Philip      | 124 County Line Road West, 2nd Floor Suite D | Westerville       | OH    | 43082-7235 | 614.423.7238 |
| Mcelroy      | Stephen     | 6241 Riverside Dr                            | Dublin            | OH    | 43017-5068 | 614.384.0499 |
| Hasson       | Darin       | 965 Windham Ct Ste 5                         | Youngstown        | OH    | 44512-5088 | 330.729.1096 |
| Matthews     | Joel        | 4137 Boardman Canfield Rd, Ste 109           | Canfield          | OH    | 44406-8088 | 330.286.0455 |
| Roman        | George      | 4137 Boardman Canfield Rd, Ste 109           | Canfield          | OH    | 44406-8088 | 330.286.0455 |
| Handel       | Bradley     | 8170 South Ave Ste 2                         | Youngstown        | OH    | 44512-6434 | 330.729.0173 |
| Ferraro      | Robert      | 6599 Seville Dr Ste 100                      | Canfield          | OH    | 44406-7010 | 330.967.0015 |
| Foreman      | Peter       | 239 E Columbia St, Ste 100                   | Springfield       | OH    | 45503-4210 | 937.323.8667 |
| Hanna        | James       | 239 E Columbia St, Ste 100                   | Springfield       | OH    | 45503-4210 | 937.323.8667 |
| Scafid       | Rosalie     | 6060 Rockside Woods Blvd N, Ste 141          | Independence      | OH    | 44131-2378 | 216.474.0202 |
| Tolbert      | Eric        | 1422 Euclid Ave, The Hanna Bldg Ste 1564     | Cleveland         | OH    | 44115-1902 | 216.373.7526 |
| Ziegler      | Frank       | 6060 Rockside Woods Blvd N, Ste 141          | Independence      | OH    | 44131-2378 | 216.474.0202 |
| Collier      | John        | 6060 Rockside Woods Blvd N, Ste 141          | Independence      | OH    | 44131-2378 | 216.474.0202 |
| Mcmain       | April       | 6060 Rockside Woods Blvd N, Ste 141          | Independence      | OH    | 44131-2378 | 216.474.0202 |
| Ross         | Robert      | 4401 Rockside Rd Ste 406                     | Independence      | OH    | 44131-2147 | 216.502.4181 |
| Walsh        | Timothy     | 3174 Mack Rd, Ste 2                          | Fairfield         | OH    | 45014-5369 |              |
| Pol          | Jody        | 5161 Salem Hills Ln                          | Cincinnati        | OH    | 45230-1365 | 513.671.4636 |
| Sluss        | David       | 5911 Renaissance Pl, Ste A                   | Toledo            | OH    | 43623-4727 | 419.885.2980 |
| Martin       | Suzanne     | 6011 Renaissance Pl Ste 2                    | Toledo            | OH    | 43623-4721 | 419.725.9223 |
| Snyder       | Cathy       | 5954 Renaissance Pl, Suite B                 | Toledo            | OH    | 43623-4717 | 419.882.1936 |
| Malhoit      | Barbara     | 5954 Renaissance Pl, Ste A                   | Toledo            | OH    | 43623-4717 | 419.725.9213 |
| Desautels    | Richard     | 5911 Renaissance Pl, Ste A                   | Toledo            | OH    | 43623-4727 | 419.885.2980 |
| Convery      | Patrick     | 6060 Renaissance Pl, Ste H                   | Toledo            | OH    | 43623-4725 | 419.725.9211 |
| Kruse        | Mark        | 5911 Renaissance Pl, Ste A                   | Toledo            | OH    | 43623-4727 | 419.885.2980 |
| Stuckey      | John        | 10050 Innovation Dr, Ste 310                 | Miamisburg        | OH    | 45342-4933 | 937.433.0233 |
| Thompson     | Karen       | 10050 Innovation Dr, Ste 310                 | Miamisburg        | OH    | 45342-4933 | 937.433.0233 |
| Southard     | Charles     | 10050 Innovation Dr, Ste 310                 | Miamisburg        | OH    | 45342-4933 | 937.433.0233 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

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|----------------|-------------|---------------------------------------|---------------|-------|------------|--------------|
| Rinehart       | Sam         | 10050 Innovation Dr, Ste 310          | Miamisburg    | OH    | 45342-4933 | 937.433.0233 |
| Dayhoff        | Erik        | 10050 Innovation Dr, Ste 310          | Miamisburg    | OH    | 45342-4933 | 937.433.0233 |
| Schrager       | Philip      | 3045 Newmark Dr                       | Miamisburg    | OH    | 45342-5418 | 937.853.2600 |
| Pericleous     | Theophanis  | 3045 Newmark Dr                       | Miamisburg    | OH    | 45342-5418 | 937.853.2600 |
| Bowman         | Rick        | 10050 Innovation Dr, Ste 310          | Miamisburg    | OH    | 45342-4933 | 937.433.0233 |
| Lake           | Joshua      | 2835 Miami Village Dr Ste 101         | Miamisburg    | OH    | 45342-4916 | 937.312.8172 |
| Chaudhry       | Neerja      | 3045 Newmark Dr                       | Miamisburg    | OH    | 45342-5418 | 937.853.2600 |
| Polomsky       | Darrin      | 7501 E Paragon Rd Ste 204             | Dayton        | OH    | 45459-5318 | 937.291.3885 |
| Fischer        | Steven      | 7501 E Paragon Rd Ste 204             | Dayton        | OH    | 45459-5318 | 937.291.3885 |
| Pavon          | Joshua      | 525 Windsor Park Dr                   | Dayton        | OH    | 45459-4112 | 937.312.8186 |
| Stefanoff      | James       | 8801 N Main Street Ste 101            | Dayton        | OH    | 45415-1380 | 937.240.0874 |
| Whitehead      | April       | 7501 E Paragon Rd Ste 204             | Dayton        | OH    | 45459-5318 | 937.291.3885 |
| Lowe           | David       | 3045 Newmark Dr                       | Miamisburg    | OH    | 45342-5418 | 937.853.2600 |
| Perez          | Michael     | 445 Hutchinson Ave Ste 200            | Columbus      | OH    | 43235-5677 | 614.505.0865 |
| Metzler        | Bart        | 6184 Muhlhauser Rd, Ste A             | West Chester  | OH    | 45069-4841 | 513.671.9773 |
| Broughton      | Michael     | 6184 Muhlhauser Rd, Ste A             | West Chester  | OH    | 45069-4841 | 513.671.9773 |
| Herman         | Aubrey      | 7875 Montgomery Rd, Spc 42            | Cincinnati    | OH    | 45236-4331 | 513.931.5400 |
| Armada         | Francisco   | 11145 Reading Rd                      | Cincinnati    | OH    | 45241-1903 | 513.554.1104 |
| Patton         | Hugh        | 6184 Muhlhauser Rd, Ste A             | West Chester  | OH    | 45069-4841 | 513.671.9773 |
| Morger         | Michael     | 6184 Muhlhauser Rd, Ste A             | West Chester  | OH    | 45069-4841 | 513.671.9773 |
| Beddie         | George      | 1251 Nilles Road, Suite 1             | Fairfield     | OH    | 45014-7205 | 513.896.9445 |
| Fidder         | John        | 6184 Muhlhauser Rd, Ste A             | West Chester  | OH    | 45069-4841 | 513.671.9773 |
| Hawkins        | Stephen     | 6184 Muhlhauser Rd, Ste A             | West Chester  | OH    | 45069-4841 | 513.671.9773 |
| Sutton         | Mark        | 225 Pictoria Dr Ste 180               | Cincinnati    | OH    | 45246-1616 | 513.346.1771 |
| Lillis         | Brian       | 3860 Race Rd Ste 204                  | Cincinnati    | OH    | 45211-4307 | 513.347.8010 |
| Whitt          | Barry       | 7875 Montgomery Rd, Spc 42            | Cincinnati    | OH    | 45236-4331 | 513.931.5400 |
| Rutledge       | Garry       | 9636 Cincinnati Columbus Rd           | Cincinnati    | OH    | 45241-1072 | 513.774.5485 |
| Kec            | Christopher | 137 W 3rd St                          | Perrysburg    | OH    | 43551-1412 | 419.354.1948 |
| Walker         | Christopher | 137 W 3rd St                          | Perrysburg    | OH    | 43551-1412 | 419.354.1948 |
| Faggionato     | Keith       | 137 W 3rd St                          | Perrysburg    | OH    | 43551-1412 | 419.354.1948 |
| Kunos          | Daniel      | 137 W 3rd St                          | Perrysburg    | OH    | 43551-1412 | 419.354.1948 |
| Glowka         | Nicole      | 9100 Ctr Pointe Dr, Suite 180         | West Chester  | OH    | 45069-3885 | 513.642.2506 |
| Shelley        | Bradley     | 9100 Ctr Pointe Dr, Suite 180         | West Chester  | OH    | 45069-3885 | 513.642.2506 |
| Satterwhite    | David       | 621 Wooster Pike Ste 6                | Terrace Park  | OH    | 45174-1059 | 513.239.5206 |
| Edwards        | Scott       | 7887 Washington Village Dr, Suite 200 | Dayton        | OH    | 45459-3960 | 502.458.0220 |
| Rench          | Daniel      | 20 South Ln                           | Troy          | OH    | 45373-2549 | 937.335.2437 |
| Palotas        | John        | 26 S Weston Rd                        | Troy          | OH    | 45373-2664 | 937.339.1004 |
| Wurster        | Justin      | 228 W Ash St, PO Box 312              | Piqua         | OH    | 45356-0312 | 937.773.8500 |
| Gosa           | Roderick    | 7588 Central Parke Blvd, Ste 326      | Mason         | OH    | 45040-6860 | 513.204.1569 |
| Davenport-Yant | Mary        | 1234 Ridgewood Dr, Ste B              | Bowling Green | OH    | 43402-2655 | 419.354.6179 |
| Goodall        | George      | 4605 E Galbraith Rd Ste 190           | Cincinnati    | OH    | 45236-2888 | 513.792.5425 |
| Parker         | Jon         | 4605 E Galbraith Rd Ste 190           | Cincinnati    | OH    | 45236-2888 | 513.792.5425 |
| Marsh          | Vicki       | 4605 E Galbraith Rd Ste 190           | Cincinnati    | OH    | 45236-2888 | 513.792.5425 |
| Siffel         | Theodore    | 4605 E Galbraith Rd Ste 190           | Cincinnati    | OH    | 45236-2888 | 513.792.5425 |
| Emery          | Brian       | 5887 Cornell Rd Ste 3                 | Cincinnati    | OH    | 45242-2041 | 513.469.7526 |
| Bell           | Douglas     | 3077 W Elm St                         | Lima          | OH    | 45805-2514 | 419.227.4466 |
| Sackett        | William     | 3077 W Elm St                         | Lima          | OH    | 45805-2514 | 419.227.4466 |
| Chapman        | Lindsey     | 215 N Elizabeth St                    | Lima          | OH    | 45801-4302 | 419.222.8291 |
| Austria        | Daniel      | 67 Marydale Dr, Ste A                 | Beavercreek   | OH    | 45440-2358 | 937.431.9224 |
| Milano         | Frances     | 67 Marydale Dr, Ste A                 | Beavercreek   | OH    | 45440-2358 | 937.431.9224 |
| Gedert         | Jason       | 99 Ashwood Dr Ste A                   | Tiffin        | OH    | 44883-1909 | 419.448.8215 |
| Gouvernayre    | Elizabeth   | 836 W South Boundary St, Ste 2B       | Perrysburg    | OH    | 43551-5640 | 419.873.2332 |
| Harsh          | Jason       | 6011 Renaissance Place Ste 2          | Toledo        | OH    | 43623-4721 | 419.882.1948 |
| Johnson        | Jeffrey     | 6011 Renaissance Place Ste 2          | Toledo        | OH    | 43623-4721 | 419.882.1948 |
| Luedtke        | Richard     | 6011 Renaissance Pl Ste 1             | Toledo        | OH    | 43623-4721 | 419.841.5405 |
| Close          | Kenneth     | 6011 Renaissance Place Ste 2          | Toledo        | OH    | 43623-4721 | 419.882.1948 |
| Jordan         | Tina        | 2727 N Holland Sylvania Rd, Ste K     | Toledo        | OH    | 43615-1800 | 419.725.9222 |
| Wagoner        | Gregory     | 5954 Renaissance Pl Ste D             | Toledo        | OH    | 43623-4717 | 419.842.8488 |
| Meyer          | Brian       | 1047 Summit Dr                        | Middletown    | OH    | 45042-3464 | 513.425.9404 |
| Keown          | John        | 4200 E Skelly Dr, Ste 1015            | Tulsa         | OK    | 74135-3241 | 918.295.5895 |
| Enmeier        | Troy        | 410 S Jackson St                      | Enid          | OK    | 73701-5442 | 580.237.3057 |
| Williams       | Kyle        | 3030 NW Expressway, Ste 1400          | Oklahoma City | OK    | 73112-5433 | 405.605.0224 |
| Quintanar      | Kimberly    | 5224 E 69th Pl                        | Tulsa         | OK    | 74136-3407 | 918.949.4243 |
| Linn           | Robert      | 4765 E 91st St Ste 150                | Tulsa         | OK    | 74137-2844 | 918.794.4203 |
| Ziamba         | Sheree      | 2448 E 81st St Ste 2055               | Tulsa         | OK    | 74137-4271 | 918.794.4268 |
| Stroud         | Michael     | 2506 E 21st St Ste A                  | Tulsa         | OK    | 74114-1761 | 918.388.2005 |
| Provenzano     | David       | 7712 S Yale Ave Ste 250               | Tulsa         | OK    | 74136-8332 | 918.388.2004 |
| Smith          | Bruce       | 701 SW Jennings Ave                   | Bartlesville  | OK    | 74003-4627 | 918.337.2772 |

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|------------------|----------|--|---------------|-------|------------|--------------|
| Hunt             | Thomas   | 5018 E 68th St, FL 1 Ste B                 | Tulsa         | OK    | 74136-3367 | 918.921.4800 |
| Karimian         | David    | 2431 E 61st St, Ste 400                    | Tulsa         | OK    | 74136-1237 | 918.388.2009 |
| Lively           | Lance    | 348 E 2nd St                               | Sand Springs  | OK    | 74063-7942 | 539.217.1196 |
| Hayden           | Kathleen | 1422 NW Sheridan Rd                        | Lawton        | OK    | 73505-3945 | 580.699.8101 |
| Woody            | Mark     | 581 Merchant Dr                            | Norman        | OK    | 73069-6575 | 405.345.1990 |
| Lavender         | Justin   | 13 NW 44th St                              | Lawton        | OK    | 73505-5998 | 580.355.9780 |
| Graham           | Larry    | 815 W Main St                              | Duncan        | OK    | 73533-4615 | 580.255.2000 |
| Donaldson        | Lisa     | 2411 Heritage Trl Ste 5                    | Enid          | OK    | 73703-1604 | 580.234.1400 |
| Janzen           | Stephen  | 6420 N Santa Fe Ave, Ste A                 | Oklahoma City | OK    | 73116-9113 | 405.286.5111 |
| Marks            | Julie    | 9104 N Kelley Ave                          | Oklahoma City | OK    | 73131-2418 | 405.286.4300 |
| Mc Garraugh      | Drew     | 16311 Sonoma Park Dr, Ste B                | Edmond        | OK    | 73013-2107 | 405.705.5906 |
| Rabito           | Emile    | 1605 Professional Cir Ste H, Bldg B        | Yukon         | OK    | 73099-3862 | 405.467.4177 |
| Bounnam          | Vieng    | 4380 S Macadam Ave Ste 180                 | Portland      | OR    | 97239-6404 | 503.546.2243 |
| Hall             | Michael  | 2292 Oakmont Way                           | Eugene        | OR    | 97401-5519 | 541.684.9000 |
| Cavens           | Robert   | 2292 Oakmont Way                           | Eugene        | OR    | 97401-5519 | 541.684.9000 |
| Wilson           | Richard  | 755 NE 6th St                              | Grants Pass   | OR    | 97526-1556 | 541.476.8573 |
| Schor            | Michael  | 2260 Oakmont Way, Ste 5                    | Eugene        | OR    | 97401-5524 | 541.484.2444 |
| Degner           | Mark     | 3369 Crater Lake Hwy Ste 101               | Medford       | OR    | 97504-9292 | 541.779.0800 |
| Pollack          | Andrew   | 3939 NE Hancock St, Ste 203                | Portland      | OR    | 97212-5321 | 503.473.8180 |
| Erwin            | Eric     | 777 NE 2nd Street, Suite G                 | Corvallis     | OR    | 97330-6200 | 541.752.3708 |
| Chalmers         | Kale     | 5000 SW Meadows Rd, Ste 450                | Lake Oswego   | OR    | 97035-2254 | 503.595.2110 |
| Carlson          | Sten     | 2396 NW Kings Blvd, Ste 101                | Corvallis     | OR    | 97330-3984 | 541.757.3000 |
| Austria-Kenney   | Theresa  | 10121 SE Sunnyside Rd Ste 300              | Clackamas     | OR    | 97015-5713 | 503.905.6481 |
| Beck             | Andrew   | 777 NE 2nd Street, Suite G                 | Corvallis     | OR    | 97330-6200 | 541.752.3708 |
| Doneth           | Jason    | 3550 Liberty Rd S Ste 210, Ste 400         | Salem         | OR    | 97302-5700 | 503.406.1166 |
| Sturdivant       | James    | 235 Front St SE, Ste 400                   | Salem         | OR    | 97301      | 503.399.1333 |
| Chona-Giessinger | Tiffany  | 975 NW Spruce Ave Ste 101                  | Corvallis     | OR    | 97330-2297 | 541.760.1989 |
| Gilbert          | Derek    | 285 Liberty St NE Ste 300, Ste 400         | Salem         | OR    | 97301-3565 | 503.379.2290 |
| Buczowski        | Gary     | 1700 NW Civic Drive, Suite 330             | Gresham       | OR    | 97030-3776 | 503.674.2300 |
| Abney            | Brent    | 1700 NW Civic Dr, Ste 330                  | Gresham       | OR    | 97030-3776 | 503.674.2300 |
| Ford             | Darren   | 1700 NW Civic Drive, Suite 330             | Gresham       | OR    | 97030-3776 | 503.674.2300 |
| Hymel            | Nicholas | 9200 SE Sunnyside Blvd, Ste 180            | Clackamas     | OR    | 97015-5766 | 503.776.3137 |
| Vanderploeg      | David    | 825 NE Multnomah St Ste 925                | Portland      | OR    | 97232-2150 | 360.883.5861 |
| Johannsen        | Suzanne  | 214 SE Vine Ln                             | Bend          | OR    | 97702-1622 | 541.389.2528 |
| Martindale       | Chad     | 6500 SW Beaverton Hlsl Hwy, Ste 1          | Portland      | OR    | 97225-1400 | 503.439.1880 |
| Flynn            | Adina    | 1400 NW Irving St, Ste 324                 | Portland      | OR    | 97209-2242 | 503.808.9100 |
| Gregory          | Joshua   | 5000 Meadows Rd, Ste 450                   | Lake Oswego   | OR    | 97035-2254 | 503.595.2110 |
| Donaldson        | Dale     | 5000 Meadows Rd, Ste 450                   | Lake Oswego   | OR    | 97035-2254 | 503.595.2110 |
| Terill           | William  | 7450 SW Beveland St, Ste 100               | Portland      | OR    | 97223-8678 | 503.808.1515 |
| Thomson          | Shawn    | 334 3rd St                                 | Lake Oswego   | OR    | 97034-3022 | 503.620.7500 |
| Dwyer            | Erin     | 16037 SW Upper Boones Ferry Rd, Ste 175    | Portland      | OR    | 97224-7788 | 503.245.5352 |
| Lyman            | Kristin  | 10220 SW Greenburg Rd Ste 120              | Portland      | OR    | 97223-5547 | 503.444.8288 |
| Brodsky          | Matthew  | 9665 SW Allen Blvd, Ste 115                | Beaverton     | OR    | 97005-4809 | 503.619.4600 |
| Buckmaster       | Jared    | 334 3rd St                                 | Lake Oswego   | OR    | 97034-3022 | 503.620.7500 |
| Hildebrandt      | Mark     | 9370 SW Greenburg Rd, Lincoln Bldg Ste 411 | Portland      | OR    | 97223-5421 | 503.546.7357 |
| Ruediger         | Daniel   | 5550 SW Macadam Ave, Ste 102               | Portland      | OR    | 97239-3772 | 503.595.9020 |
| Aaron            | Stephen  | 9665 SW Allen Blvd, Ste 115                | Beaverton     | OR    | 97005-4809 | 503.619.4600 |
| Salt             | Kristen  | 600 NW Naito Pkwy, Unit D                  | Portland      | OR    | 97209-3701 | 503.595.0070 |
| Brakel           | Joshua   | 8625 SW Cascade Ave, Ste 104               | Beaverton     | OR    | 97008-7180 | 503.382.4363 |
| Van Zante        | Drake    | 10220 SW Greenburg Rd Ste 120              | Portland      | OR    | 97223-5547 | 503.444.8288 |
| Williams         | Joseph   | 5000 Meadows Rd, Ste 450                   | Lake Oswego   | OR    | 97035-2254 | 503.595.2110 |
| Davis            | Mikeal   | 528 Cottage St NE, Ste 300A                | Salem         | OR    | 97301-3788 | 503.485.2980 |
| Korb             | Albert   | 3536 SW Troy St Ste E                      | Portland      | OR    | 97219-1616 | 503.290.6500 |
| Clark            | Andrew   | 4949 S Macadam Ave, Ste 68                 | Portland      | OR    | 97239-3912 | 503.808.9100 |
| Deshaw           | Levi     | 6650 SW Redwood Ln Ste 160                 | Portland      | OR    | 97224-7184 | 503.655.7621 |
| Kalin            | Kevin    | 425 2nd St Ste 210                         | Lake Oswego   | OR    | 97034-3139 | 503.244.4253 |
| Jochim           | Brandon  | 0110 SW Bancroft St, Ste A                 | Portland      | OR    | 97239-4062 | 503.650.7949 |
| Marshall         | Jeff     | 1800 Blankenship Rd Ste 220                | West Linn     | OR    | 97068-4251 | 503.387.3523 |
| Welle            | Robert   | 388 State St, Ste 850                      | Salem         | OR    | 97301-3476 | 503.485.5204 |
| Downey           | Shawn    | 6650 SW Redwood Ln Ste 160                 | Portland      | OR    | 97224-7184 | 503.655.7621 |
| Pratt            | Travis   | 17040 Pilkington Rd Ste 212                | Lake Oswego   | OR    | 97035-5587 | 503.635.8192 |
| Mueller          | Chris    | 10260 SW Greenburg Rd, Ste 400             | Portland      | OR    | 97223-5514 | 503.293.8408 |
| Easterly         | Jacob    | 1800 Blankenship Rd, Ste 155               | West Linn     | OR    | 97068-4172 | 503.650.7133 |
| Balack           | Zachary  | 388 State St, Ste 850                      | Salem         | OR    | 97301-3476 | 503.485.5204 |
| Anderson         | William  | 388 State St, Ste 850                      | Salem         | OR    | 97301-3476 | 503.485.5204 |
| Everett          | Douglas  | 500 SW 116 Ave Ste 119                     | Portland      | OR    | 97225-5937 | 503.446.4367 |
| Gaskey           | Edward   | 258 Frye Farm Rd                           | Greensburg    | PA    | 15601-6478 | 724.337.4410 |
| Lloyd            | Michael  | 1 Altoona Pl, Carriage House 1st Floor     | Mt Lebanon    | PA    | 15228-1265 | 412.440.4480 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last            | First     | Address   | City           | State | Zip Code   | Bus Phone    |
|-----------------|-----------|---|----------------|-------|------------|--------------|
| Ballard         | Norman    | 2 Pittsburgh Cir                                | Ellwood City   | PA    | 16117-2182 | 724.758.7112 |
| Young           | William   | 70 Old Clairton Road                            | Pleasant Hills | PA    | 15236-3915 | 412.653.1630 |
| Henry           | Timothy   | 232 W Otterman St                               | Greensburg     | PA    | 15601-2263 | 724.600.0170 |
| Gardner         | Timothy   | 3824 Northern Pike, One Monroeville Ctr Ste 850 | Monroeville    | PA    | 15146-2141 | 412.374.7400 |
| Hinish          | Jay       | 1715 N Juniata St, PO Box 401                   | Holidaysburg   | PA    | 16648-1919 | 814.695.2464 |
| Reigh           | Douglas   | 1715 N Juniata St, PO Box 401                   | Holidaysburg   | PA    | 16648-1919 | 814.696.6500 |
| Miller          | Jason     | 320 7th St                                      | Huntingdon     | PA    | 16652-1708 | 814.643.3028 |
| Ross            | Anthony   | 2607 Nicholson Road Ste 1100, Building 2        | Sewickley      | PA    | 15143-7601 | 412.264.4200 |
| Vulcan          | Mark      | 101 N Main St Ste 200 A, Ste B                  | Greensburg     | PA    | 15601-2407 | 724.552.3639 |
| Freedman        | Ralph     | 2607 Nicholson Road Ste 1100, Building 2        | Sewickley      | PA    | 15143-7601 | 412.264.4200 |
| Stere           | Zachary   | 206 2nd St                                      | Huntingdon     | PA    | 16652-1404 | 814.644.6776 |
| Sanchez         | Louis     | 16285 Conneaut Lake Rd Ste 2                    | Meadville      | PA    | 16335-3845 | 814.333.1220 |
| Mindicino       | Frank     | 54 Buhl Blvd                                    | Sharon         | PA    | 16146-3706 | 724.981.1488 |
| Gabriel         | Eugene    | 2080 W State St, Ste 9                          | New Castle     | PA    | 16101-1249 | 724.652.9470 |
| Taylor          | Brian     | 3438 State Route 208 Ste 2, PO Box 232          | New Wilmington | PA    | 16142-3230 | 724.946.3271 |
| Sonntag         | Jeffrey   | 3009 Wilmington Rd Ste C2                       | New Castle     | PA    | 16105-1238 | 724.698.6330 |
| Egbert          | Katherine | 5700 Corporate Dr, Ste 600                      | Pittsburgh     | PA    | 15237-5851 | 412.635.5800 |
| Spear           | Megan     | 5700 Corporate Dr, Ste 600                      | Pittsburgh     | PA    | 15237-5851 | 412.635.5800 |
| Aiello          | Antonio   | 1570 Omega Dr                                   | Pittsburgh     | PA    | 15205-5004 | 412.922.7700 |
| Brooks          | Lisa      | 1570 Omega Dr                                   | Pittsburgh     | PA    | 15205-5004 | 412.922.7700 |
| Tremaine        | Matthew   | 5700 Corporate Dr, Ste 600                      | Pittsburgh     | PA    | 15237-5851 | 412.635.5800 |
| Kovalchik       | Robert    | 5700 Corporate Dr, Ste 600                      | Pittsburgh     | PA    | 15237-5851 | 412.635.5800 |
| Krisuk          | Michael   | 2021 E State St                                 | Hermitage      | PA    | 16148-1868 | 724.652.7556 |
| Morris          | Katherine | 7500 Brooktree Rd Ste 205                       | Wexford        | PA    | 15090-9254 | 724.719.2888 |
| Kejas           | John      | 5700 Corporate Dr, Ste 600                      | Pittsburgh     | PA    | 15237-5851 | 412.635.5800 |
| Martin Fuselier | Christina | 5700 Corporate Dr, Ste 600                      | Pittsburgh     | PA    | 15237-5851 | 412.635.5800 |
| Jugan           | Andrew    | 1570 Omega Dr                                   | Pittsburgh     | PA    | 15205-5004 | 412.922.7700 |
| Stumpf          | Brian     | 1570 Omega Dr                                   | Pittsburgh     | PA    | 15205-5004 | 412.922.7700 |
| Hartley         | Karen     | 5700 Corporate Dr, Ste 600                      | Pittsburgh     | PA    | 15237-5851 | 412.635.5800 |
| Tofel           | David     | 1704 W 26th Street                              | Erie           | PA    | 16508-1234 | 814.456.7018 |
| Bannon          | Kevin     | 125 N Franklin St                               | Titusville     | PA    | 16354-1760 | 814.775.0424 |
| Reiter          | Benjamin  | 652 W 6th St                                    | Erie           | PA    | 16507-1173 | 814.836.5234 |
| Bouchard        | Thomas    | 375 Southpointe Blvd, Ste 230                   | Canonsburg     | PA    | 15317-8587 | 724.746.6975 |
| Link            | John      | 375 Southpointe Blvd, Ste 230                   | Canonsburg     | PA    | 15317-8587 | 724.746.6975 |
| Whitney         | Cheryl    | 4006 Old William Penn Hwy                       | Murrysville    | PA    | 15668-1823 | 724.325.2800 |
| Fawley          | Trevor    | 1150 Washington Rd                              | Washington     | PA    | 15301-9683 | 724.916.2233 |
| Poach           | Edward    | 1150 Washington Rd                              | Washington     | PA    | 15301-9683 | 724.916.2233 |
| Pol             | Anthony   | 1150 Washington Rd                              | Washington     | PA    | 15301-9683 | 724.916.2233 |
| Weiss           | Richard   | 1150 Washington Rd                              | Washington     | PA    | 15301-9683 | 724.916.2233 |
| Hoskin          | Robert    | 1150 Washington Rd                              | Washington     | PA    | 15301-9683 | 724.916.2233 |
| Krupar          | Michael   | 5500 Corporate Dr, Ste 215                      | Pittsburgh     | PA    | 15237-5848 | 412.318.2300 |
| Hodgin          | Rush      | 5500 Corporate Dr, Ste 215                      | Pittsburgh     | PA    | 15237-5848 | 412.318.2300 |
| Chapman         | William   | 50 Davis St                                     | Bradford       | PA    | 16701-2016 | 814.368.9160 |
| Spencer         | Kenneth   | 1195 Washington Pike, Ste 330                   | Bridgeville    | PA    | 15017-2858 | 412.221.4002 |
| Figurelli       | Michael   | 4055 Monroeville Blvd Ste 430                   | Monroeville    | PA    | 15146-2522 | 412.374.9515 |
| Caldwell        | Robert    | 4055 Monroeville Blvd Ste 430                   | Monroeville    | PA    | 15146-2522 | 412.374.9515 |
| Fiouzan         | David     | 808 Northridge Drive                            | Pittsburgh     | PA    | 15216-1121 | 412.561.8875 |
| Powell          | Ralph     | 4055 Monroeville Blvd Ste 430                   | Monroeville    | PA    | 15146-2522 | 412.374.9515 |
| Eisenhuth       | Matthew   | 2790 Mossdale Blvd, Ste 620                     | Monroeville    | PA    | 15146-2743 | 412.646.1834 |
| Orman           | Matthew   | 2790 Mossdale Blvd, Ste 620                     | Monroeville    | PA    | 15146-2743 | 412.646.1834 |
| Carretta        | Michael   | 2790 Mossdale Blvd, Ste 620                     | Monroeville    | PA    | 15146-2743 | 412.646.1834 |
| Helfritsch      | Garrett   | 2790 Mossdale Blvd, Ste 620                     | Monroeville    | PA    | 15146-2743 | 412.646.1834 |
| Forney          | Michael   | 88 Fort Couch Rd, Ste 210                       | Pittsburgh     | PA    | 15241-1042 | 412.831.6240 |
| Frenz           | Donald    | 425 S Main St                                   | Washington     | PA    | 15301-6342 | 724.222.5203 |
| Martin          | Eric      | 88 Fort Couch Rd, Ste 210                       | Pittsburgh     | PA    | 15241-1042 | 412.831.6240 |
| Martin          | Jonathan  | 88 Fort Couch Rd, Ste 210                       | Pittsburgh     | PA    | 15241-1042 | 412.831.6240 |
| Mc Cort         | Kiersten  | 8500 Brooktree Rd, Ste 302                      | Wexford        | PA    | 15090-9287 | 724.799.8512 |
| Martin          | Ralph     | 8500 Brooktree Rd, Ste 302                      | Wexford        | PA    | 15090-9287 | 724.799.8512 |
| Hooman          | Armin     | 2100 Georgetowne Dr, Ste 202                    | Sewickley      | PA    | 15143-8781 | 724.935.0200 |
| Fritz           | John      | 2100 Georgetowne Dr, Ste 202                    | Sewickley      | PA    | 15143-8781 | 724.935.0200 |
| Duffie          | Andre     | 113 E Evans St Ste C                            | West Chester   | PA    | 19380-2664 | 484.887.0544 |
| Repko           | Matthew   | 731 Skippack Pike Bldg 2, 2nd Fl                | Blue Bell      | PA    | 19422-1702 | 484.533.6615 |
| Mau             | Shelley   | 480 Mulberry Ct                                 | Langhorne      | PA    | 19047-8018 | 609.275.0634 |
| Guglielmi       | Brian     | 2134 Sandy Drive, Suite 8                       | State College  | PA    | 16803-2292 | 814.237.4500 |
| Berkebile       | David     | 4909 Louise Dr, Ste 106                         | Mechanicsburg  | PA    | 17055-6900 | 717.441.4801 |
| Kolokithas      | Sotirios  | 4909 Louise Dr, Ste 106                         | Mechanicsburg  | PA    | 17055-6900 | 717.441.4801 |
| Katarsky        | Edward    | 100 N Wilkes-Barre Blvd, Ste 210                | Wilkes-Barre   | PA    | 18702-5255 | 570.825.7526 |
| Matthews        | Victor    | 1501 Memorial Hwy Ste 3                         | Trucksville    | PA    | 18708-1493 | 570.696.4637 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last          | First       | Address                              | City             | State | Zip Code   | Bus Phone    |
|---------------|-------------|--------------------------------------|------------------|-------|------------|--------------|
| Zapsky        | Patricia    | 2134 Sandy Drive, Suite 8            | State College    | PA    | 16803-2292 | 814.237.4500 |
| Naylor        | James       | 21 S Wayne St, PO Box 47             | Lewistown        | PA    | 17044-2146 | 717.248.1577 |
| Amentler      | Ronald      | 4001 Hollywood Blvd, Ste 2           | Hazle Township   | PA    | 18202-3265 | 570.454.4048 |
| Hauber        | Thomas      | 851 Commerce Blvd, Ste 106           | Dickson City     | PA    | 18519-1762 | 570.348.1806 |
| Kuhns         | Brian       | 480 Pierce St Ste 214                | Kingston         | PA    | 18704-5512 | 570.714.8160 |
| Bartuska      | Rebecca     | 480 Pierce St Ste 214                | Kingston         | PA    | 18704-5512 | 570.714.8160 |
| Green         | Jay         | 419 Chestnut St                      | Lebanon          | PA    | 17042-6142 | 717.273.6550 |
| Mc Donough    | Joseph      | 480 Pierce St Ste 214                | Kingston         | PA    | 18704-5512 | 570.714.8160 |
| Gasper        | Eric        | 103 Main St                          | Eynon            | PA    | 18403-1329 | 570.383.7525 |
| Bonacci Carey | Gina        | 79 Dundaff Street                    | Carbondale       | PA    | 18407-1801 | 570.282.0661 |
| Ambrose       | Christine   | 480 Pierce St Ste 214                | Kingston         | PA    | 18704-5512 | 570.714.8160 |
| Manfredi      | Matthew     | 4001 Hollywood Blvd, Ste 2           | Hazle Township   | PA    | 18202-3265 | 570.454.4048 |
| Bechtold      | Scott       | 1717 Lititz Pike                     | Lancaster        | PA    | 17601-6509 | 717.431.2996 |
| Slater        | Gary        | 180 Good Dr, Ste 1                   | Lancaster        | PA    | 17603-4359 | 717.735.6990 |
| Epps          | Bradley     | 160 Hershey Rd                       | Elizabethtown    | PA    | 17022-8628 | 717.367.0494 |
| Price         | Ryan        | 180 Good Dr, Ste 1                   | Lancaster        | PA    | 17603-4359 | 717.735.6990 |
| Morrissey     | Daniel      | 1536 Cornwall Rd                     | Lebanon          | PA    | 17042-7403 | 717.270.6937 |
| Jury          | Lon         | 1717 Lititz Pike                     | Lancaster        | PA    | 17601-6509 | 717.431.2996 |
| Williams      | Theodore    | 30 East Roseville Rd, Suite E        | Lancaster        | PA    | 17601-3865 | 717.431.0522 |
| Henn          | Jeremy      | 4641 Pottsville Pike, Ste 108        | Reading          | PA    | 19605-9707 | 610.926.6649 |
| Davis         | Michael     | 8 E Ridge St                         | Lansford         | PA    | 18232-1408 | 570.645.0318 |
| Netznik       | Michael     | 1045 S Cedar Crest Blvd              | Allentown        | PA    | 18103-5443 | 610.439.7000 |
| Johnson       | Jason       | 7540 Windsor Dr Ste 212              | Allentown        | PA    | 18195-1021 | 484.427.2111 |
| Stabile       | Ronald      | 607 S 4th St                         | Hamburg          | PA    | 19526-1309 | 610.562.9497 |
| Rivera        | Luis        | 1555 Brookside Road                  | Wescosville      | PA    | 18106-9421 | 610.391.1883 |
| Hoban         | Joyce       | 398 S Township Blvd                  | Pittston Twp     | PA    | 18640-3420 | 570.602.7646 |
| Myers         | Christopher | 3477 Corporate Pkwy, Ste 140         | Center Valley    | PA    | 18034-8235 | 610.706.4510 |
| Voros         | Anthony     | 1555 Brookside Road                  | Wescosville      | PA    | 18106-9421 | 610.391.1883 |
| Oteri         | Mark        | 179 Interchange Rd                   | Leighton         | PA    | 18235-9290 | 610.377.0713 |
| Withers       | Gale        | 12 Hickory Ln                        | Temple           | PA    | 19560-9756 | 610.743.5440 |
| Marciniak     | Steve       | 3477 Corporate Pkwy, Ste 140         | Center Valley    | PA    | 18034-8235 | 610.706.4510 |
| Bayrasli      | Levent      | 101 S 3rd St Ste 205                 | Easton           | PA    | 18042-4524 | 610.438.5720 |
| Kenny         | Thaddeus    | 421 S State St                       | Clarks Summit    | PA    | 18411-1684 | 570.319.1214 |
| Magliari      | Massimo     | 2070 Butler Pike                     | Plymouth Meeting | PA    | 19462      | 610.397.0997 |
| Kriebel       | Kenneth     | 900 E Philadelphia Ave               | Boyertown        | PA    | 19512-1303 | 610.473.8850 |
| Holloschutz   | Don         | 1308 Spruce Ln                       | Wyncote          | PA    | 19095-2108 | 215.572.8916 |
| St Pierre     | Kimberly    | 1000 Germantown Pike, Ste A1         | Plymouth Meeting | PA    | 19462-2481 | 610.277.5939 |
| Martin        | Christen    | 1000 Germantown Pike, Ste A1         | Plymouth Meeting | PA    | 19462-2481 | 610.277.5939 |
| Misiec        | Mariusz     | 1427 Spruce St, Ste 4                | Philadelphia     | PA    | 19102-4534 | 215.545.2119 |
| Gunder        | Jeffrey     | 610 Freedom Business Ctr Dr, Ste 230 | King of Prussia  | PA    | 19406-1329 | 610.992.2480 |
| Free          | Jerome      | 423 Columbia Ave                     | Lansdale         | PA    | 19446-3503 | 215.362.2924 |
| Shields       | Maria       | 610 Freedom Business Ctr Dr, Ste 230 | King of Prussia  | PA    | 19406-1329 | 610.992.2480 |
| Barlow        | Alan        | 500 W Office Center Dr, Ste 400      | Fort Washington  | PA    | 19034-3215 | 610.828.1786 |
| Shimp         | John        | 1717 Langhorne Newtown Rd, Ste 125   | Langhorne        | PA    | 19047-1085 | 610.825.4909 |
| Hardnett      | Marva       | 600 W Germantown Pike, Ste 400       | Plymouth Meeting | PA    | 19462-1046 | 610.940.1720 |
| Wizov         | Ryan        | 790 Penlyn Blue Bell Pike, Ste 300   | Blue Bell        | PA    | 19422-1659 | 888.789.6398 |
| Robbins       | Thomas      | 27 E Germantown Pike, Ste 300        | Plymouth Meeting | PA    | 19462-1505 | 610.897.2829 |
| Del Goleto    | Kenneth     | 743 Pike Springs Rd                  | Phoenixville     | PA    | 19460-4743 | 484.302.5162 |
| Arnold        | Kathleen    | 117 Veronica Ln                      | Lansdale         | PA    | 19446-1498 | 215.997.0416 |
| Kelman        | Eric        | 2070 Butler Pike                     | Plymouth Meeting | PA    | 19462      | 610.397.0997 |
| Harding       | Michael     | 728 Suellen Dr                       | King of Prussia  | PA    | 19406-1741 | 610.354.0336 |
| Dzendzel      | David       | 610 Freedom Business Ctr Dr, Ste 230 | King of Prussia  | PA    | 19406-1329 | 610.992.2480 |
| Stephenson    | H           | 2070 Butler Pike                     | Plymouth Meeting | PA    | 19462      | 610.397.0997 |
| Penugonda     | Shrinivas   | 790 Penlyn Blue Bell Pike, Ste 300   | Blue Bell        | PA    | 19422-1659 | 888.789.6398 |
| Niko          | Boris       | 383 East Street Road                 | Feasterville     | PA    | 19053-7711 | 215.876.6411 |
| Miller        | Stephanie   | 5740 Lower Macungie Road, Suite B    | Macungie         | PA    | 18062-9026 | 484.350.3137 |
| Keith         | Kent        | 790 Penlyn Blue Bell Pike, Ste 300   | Blue Bell        | PA    | 19422-1659 | 888.789.6398 |
| McCarthy      | Barry       | 790 Penlyn Blue Bell Pike, Ste 300   | Blue Bell        | PA    | 19422-1659 | 888.789.6398 |
| Policare      | Lisa        | 6444 Lower York Road, US 202         | New Hope         | PA    | 18938-5696 | 215.862.7080 |
| Calloway      | Daniel      | 224 St Charles Way, Suite 150        | York             | PA    | 17402-4670 | 717.916.6161 |
| Stein         | Michael     | 31 Mills Street                      | York             | PA    | 17402-2515 | 717.916.6120 |
| Cuthill       | Kevin       | 117 E Broad St Ste 3, Suite B        | Souderton        | PA    | 18964-1272 | 484.350.3988 |
| Serratelli    | James       | 528 Maple Street                     | Bethlehem        | PA    | 18018-6328 |              |
| Hoffmann      | Michael     | 3995 E Market St                     | York             | PA    | 17402-2773 | 717.755.2005 |
| Wilson        | Matthew     | 3995 E Market St                     | York             | PA    | 17402-2773 | 717.755.2005 |
| Stephan       | Scott       | 3995 E Market St                     | York             | PA    | 17402-2773 | 717.755.2005 |
| Stickney      | Thomas      | 3995 E Market St                     | York             | PA    | 17402-2773 | 717.755.2005 |
| Benkovich     | Thomas      | 4661 Trindle Rd, Ste 300             | Camp Hill        | PA    | 17011-5603 | 717.761.4208 |

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|---------------|---------|--|--------------------|-------|------------|--------------|
| Eastwood      | Craig   | 326 W Chocolate Ave                              | Hershey            | PA    | 17033-1664 | 717.533.4070 |
| Allen         | Richard | 242 East Market Street                           | Mifflinburg        | PA    | 17844-1416 | 570.966.3080 |
| Wallace       | Peter   | 407 W Southern Ave                               | South Williamsport | PA    | 17702-7220 | 570.601.6800 |
| Sporer        | Thomas  | 616 Main St, Ste 301                             | Honesdale          | PA    | 18431-1871 | 570.251.7907 |
| Mcculloch     | Douglas | 407 W Southern Ave                               | South Williamsport | PA    | 17702-7220 | 570.601.6800 |
| Cioffi        | Ryan    | 932 Washington Blvd                              | Williamsport       | PA    | 17701-3664 | 570.322.8149 |
| Richards      | Scott   | 5100 W Tilghman St, Suite 211                    | Allentown          | PA    | 18104-9102 | 610.530.7222 |
| Visperas      | Lourdes | 5100 W Tilghman St, Suite 211                    | Allentown          | PA    | 18104-9102 | 610.530.7222 |
| Meli          | Stephen | 5100 W Tilghman St, Suite 211                    | Allentown          | PA    | 18104-9102 | 610.530.7222 |
| Zwarych       | Mary    | 5100 W Tilghman St, Suite 211                    | Allentown          | PA    | 18104-9102 | 610.530.7222 |
| Stoffere      | John    | 741 Thomas Rd                                    | Philadelphia       | PA    | 19118-4602 | 310.948.1267 |
| Burnley       | Louis   | 855 Springdale Drive, Ste 100                    | Exton              | PA    | 19341-2853 | 484.879.6021 |
| Navazio       | Licia   | 5405 Jonestown Rd Ste 108                        | Harrisburg         | PA    | 17112-4021 | 717.877.7088 |
| Green         | David   | 617A Swedesford Rd                               | Malvern            | PA    | 19355-1530 | 610.696.0499 |
| Penica        | Jay     | 2919 Market St                                   | Camp Hill          | PA    | 17011-4538 | 717.737.5455 |
| Staudenmayer  | Edward  | 855 Springdale Drive, Ste 100                    | Exton              | PA    | 19341-2853 | 484.879.6021 |
| Martin        | Bronwyn | 107 W State St                                   | Kennett Square     | PA    | 19348-3020 | 610.444.8312 |
| Weaver        | Donald  | 3800 Market St, Ste 202                          | Camp Hill          | PA    | 17011-4327 | 717.975.5555 |
| Stephenson    | Ryan    | 3800 Market St, Ste 202                          | Camp Hill          | PA    | 17011-4327 | 717.975.5555 |
| Mastrogiorgos | George  | 760 Constitution Drive, Ste 110                  | Exton              | PA    | 19341-1149 | 610.458.0808 |
| Morrison      | Richard | 5001 Louise Dr, Ste 103                          | Mechanicsburg      | PA    | 17055-6912 | 717.761.3300 |
| Graybill      | Thomas  | 314 Exton Cmns                                   | Exton              | PA    | 19341-2450 | 610.524.1200 |
| Lanzalotto    | Louis   | 163 Kentsdale Ct                                 | Malvern            | PA    | 19355-2671 | 610.357.4715 |
| Place         | Roger   | 2919 Market St                                   | Camp Hill          | PA    | 17011-4538 | 717.737.5455 |
| Notarianni    | Vincent | 2300 E Lincoln Hwy Ste 140                       | Langhorne          | PA    | 19047-3302 | 215.757.7600 |
| Borstein      | Aaron   | 2300 E Lincoln Hwy Ste 140                       | Langhorne          | PA    | 19047-3302 | 215.757.7600 |
| Giffin        | Carty   | 33 S Delaware Ave Ste 204D                       | Yardley            | PA    | 19067-1524 | 215.493.6800 |
| Murray        | Ryan    | 2300 E Lincoln Hwy Ste 140                       | Langhorne          | PA    | 19047-3302 | 215.757.7600 |
| Marshall      | William | 2300 E Lincoln Hwy Ste 140                       | Langhorne          | PA    | 19047-3302 | 215.757.7600 |
| Nabasny       | Richard | 2300 E Lincoln Hwy Ste 140                       | Langhorne          | PA    | 19047-3302 | 215.757.7600 |
| Notarianni    | James   | 1418 S 13th St, FL 2                             | Philadelphia       | PA    | 19147-4918 | 215.454.2683 |
| Frank         | Matthew | Doylestown Private Wealth Bldg, 48 W Oakland Ave | Doylestown         | PA    | 18901-4218 | 267.893.6920 |
| Jacoby        | Jeffrey | Doylestown Private Wealth Bldg, 48 W Oakland Ave | Doylestown         | PA    | 18901-4218 | 267.893.6920 |
| Lemly         | Gerard  | 865 Easton Rd, Ste 350                           | Warrington         | PA    | 18976-7802 | 267.483.5500 |
| Shantz        | David   | Doylestown Private Wealth Bldg, 48 W Oakland Ave | Doylestown         | PA    | 18901-4218 | 267.893.6920 |
| Bruno         | Anthony | 865 Easton Rd, Ste 350                           | Warrington         | PA    | 18976-7802 | 267.483.5500 |
| Wayman        | Patrick | 5 E Germantown Pike                              | Plymouth Meeting   | PA    | 19462-1539 | 610.943.3113 |
| Smith         | Jeffrey | 1000 Germantown Pike Ste H1                      | Plymouth Meeting   | PA    | 19462-2488 | 610.943.3106 |
| Gorman        | Robert  | 104 Corporate Dr E, Ste 610                      | Langhorne          | PA    | 19047-8005 | 267.759.6064 |
| Johnson       | Ursula  | 1000 Germantown Pike Ste H1                      | Plymouth Meeting   | PA    | 19462-2488 | 610.943.3106 |
| Selden        | Ayesha  | 100 N 18th St Ste 750                            | Philadelphia       | PA    | 19103-2707 | 215.845.9698 |
| Jue           | Terry   | 100 N 18th St Ste 750                            | Philadelphia       | PA    | 19103-2707 | 215.845.9698 |
| Sacker        | David   | 100 N 18th St Ste 750                            | Philadelphia       | PA    | 19103-2707 | 215.845.9698 |
| Ingulli       | Nina    | 104 Corporate Dr E                               | Langhorne          | PA    | 19047-8005 | 267.759.6064 |
| Cleary        | Robert  | 1000 Germantown Pike Ste H1                      | Plymouth Meeting   | PA    | 19462-2488 | 610.943.3106 |
| Sabol         | Timothy | 100 N 18th St Ste 750                            | Philadelphia       | PA    | 19103-2707 | 215.845.9698 |
| Bishop        | William | 1000 Germantown Pike Ste H1                      | Plymouth Meeting   | PA    | 19462-2488 | 610.943.3106 |
| Neill         | Christy | 254 E Girard Ave Ste 1                           | Philadelphia       | PA    | 19125-3978 | 215.982.2260 |
| Peers         | Brian   | 510 Hidden Ln                                    | Gilbertsville      | PA    | 19525-9818 | 610.323.8435 |
| Frazer        | Ari     | 5 E Germantown Pike                              | Plymouth Meeting   | PA    | 19462-1539 | 610.943.3113 |
| White         | Daniel  | 168 W Ridge Pike, Ste 202                        | Limerick           | PA    | 19468-1774 | 610.825.4909 |
| Pearson       | Sean    | 1000 Germantown Pike Ste H1, Ste 1300            | Plymouth Meeting   | PA    | 19462-2488 | 610.943.3106 |
| Shelp         | Peter   | 575 Pierce Street Suite 102                      | Kingston           | PA    | 18704-5700 | 507.763.6073 |
| Dotzman       | James   | 100 N 18th St Ste 750                            | Philadelphia       | PA    | 19103-2707 | 215.845.9698 |
| Kidd          | David   | 4661 Trindle Rd, Ste 400                         | Camp Hill          | PA    | 17011-5603 | 717.761.3600 |
| Grove         | John    | 4661 Trindle Rd, Ste 400                         | Camp Hill          | PA    | 17011-5603 | 717.761.3600 |
| Rapp          | Kenneth | 4661 Trindle Rd, Ste 400                         | Camp Hill          | PA    | 17011-5603 | 717.761.3600 |
| Muscalus      | John    | 180 Good Dr Ste 4                                | Lancaster          | PA    | 17603-4359 | 717.392.3600 |
| Essis         | Anthony | 28c East Roseville Rd                            | Lancaster          | PA    | 17601-3869 | 717.869.6377 |
| Burkholder    | Dane    | 30A E Roseville Rd                               | Lancaster          | PA    | 17601-3865 | 717.735.2332 |
| Landis        | Matthew | 5917 Main St                                     | East Petersburg    | PA    | 17520-1519 | 717.803.2212 |
| Denison       | Dianne  | 301 Broadway Ste 200B                            | Bethlehem          | PA    | 18015-1559 | 610.365.7525 |
| Hetrick       | Andrea  | 67 Commerce Dr Ste 2                             | Wyomissing         | PA    | 19610-3323 | 484.577.4524 |
| Krugel        | Joseph  | 100 N Wilkes Barre Blvd, Ste 312                 | Wilkes Barre       | PA    | 18702-5266 | 570.829.7058 |
| Krugel        | Kevin   | 100 N Wilkes Barre Blvd, Ste 312                 | Wilkes Barre       | PA    | 18702-5266 | 570.829.7058 |
| Palmatier     | Janet   | 1450 Martin St                                   | State College      | PA    | 16803-3065 | 814.808.4750 |
| Gobeille      | Ross    | 640 George Washington Hwy, Bldg A Ste 202        | Lincoln            | RI    | 02865-4332 | 401.333.1444 |
| Arruda        | Raymond | 640 George Washington Hwy, Bldg A Ste 202        | Lincoln            | RI    | 02865-4332 | 401.333.1444 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last               | First    | Address                                | City            | State | Zip Code   | Bus Phone    |
|--------------------|----------|--|-----------------|-------|------------|--------------|
| Peters             | Sandra   | 1000 Chapel View Blvd, Ste 250         | Cranston        | RI    | 02920-3067 | 401.946.9905 |
| De Nicola          | Thomas   | 35 S County Commons Way, Ste D-12      | Wakefield       | RI    | 02879-8240 | 401.792.4910 |
| Hagopian           | Steven   | 301 Metro Center Blvd Ste 201, Ste 250 | Warwick         | RI    | 02886-1757 | 401.824.2530 |
| Wolken             | Amy      | 1150 New London Ave Ste 100, Ste 130   | Cranston        | RI    | 02920-3036 | 401.946.9905 |
| Gamm               | Daniel   | 888 Reservoir Ave                      | Cranston        | RI    | 02910-4414 | 401.681.4999 |
| DeHoney            | Daniel   | 301 Metro Center Blvd Ste 201, Ste 250 | Warwick         | RI    | 02886-1757 | 401.824.2530 |
| Conaty             | Joseph   | 1150 New London Ave Ste 340            | Cranston        | RI    | 02920-3036 | 401.921.5000 |
| Smith              | Baxter   | 888 Reservoir Ave                      | Cranston        | RI    | 02910-4414 | 401.681.4999 |
| Nutting            | Phillip  | 117 Metro Center Blvd, Ste 2004        | Warwick         | RI    | 02886-1774 | 401.681.4616 |
| Bucknam            | Stephen  | 117 Metro Center Blvd, Ste 2004        | Warwick         | RI    | 02886-1774 | 401.946.9915 |
| Langton            | Michael  | 135 Quaker Ln                          | N Scituate      | RI    | 02857-1225 | 401.934.0617 |
| Zamil              | James    | 301 Metro Center Blvd Ste 201, Ste 250 | Warwick         | RI    | 02886-1757 | 401.824.2530 |
| Di Palma           | Paul     | 301 Metro Center Blvd Ste 201, Ste 250 | Warwick         | RI    | 02886-1757 | 401.824.2530 |
| Gioffreda          | David    | 117 Metro Center Blvd, Ste 2004        | Warwick         | RI    | 02886-1774 | 401.681.4616 |
| Batastini Dell'Ovo | Maria    | 1000 Chapel View Blvd, Ste 250         | Cranston        | RI    | 02920-3067 | 401.946.9905 |
| Masseur            | Donald   | 117 Metro Center Blvd, Ste 2004        | Warwick         | RI    | 02886-1774 | 401.946.9915 |
| Bryan              | Thomas   | 400 Massasoit Ave, Ste 102             | East Providence | RI    | 02914-2017 | 401.434.1510 |
| Kendra             | Heather  | 1150 New London Ave Ste 100            | Cranston        | RI    | 02920-3036 | 401.946.9905 |
| Ricci              | Matthew  | 36 S County Commons Way Ste C8         | South Kingstown | RI    | 02879-8272 | 401.681.4615 |
| Seitz              | Spencer  | 730 Kingstown Rd, Ste B-3              | Wakefield       | RI    | 02879-3011 | 401.789.1120 |
| Deangelis          | Kevin    | 1000 Chapel View Blvd, Ste 250         | Cranston        | RI    | 02920-3067 | 401.946.9905 |
| Blackerby          | Brian    | 730 Kingstown Rd, Ste B-3              | Wakefield       | RI    | 02879-3011 | 401.789.1120 |
| Rush               | John     | 1533 Fording Island Road, Suite 328    | Hilton Head     | SC    | 29926-1103 | 843.837.1220 |
| Matus              | Michael  | 975 Market St, Suite 206               | Fort Mill       | SC    | 29708      | 803.792.4770 |
| Huddleston         | Michele  | 465 Woodruff Rd                        | Greenville      | SC    | 29607-3417 | 864.250.3000 |
| Carter             | Michael  | 100 Dunbar St Ste 100                  | Spartanburg     | SC    | 29306-5186 | 864.316.0864 |
| Hyden              | Jody     | 259 Seven Farms Dr Ste 200             | Daniel Island   | SC    | 29492-7553 | 843.284.1237 |
| Allen              | Walter   | 3103 Devine St, Fl 2                   | Columbia        | SC    | 29205-1881 | 803.365.1442 |
| Kauker             | Chris    | 75 Port City Lndg Ste 110, PMB 4       | Mount Pleasant  | SC    | 29464-4984 | 843.259.5372 |
| Luccia             | Giovanni | 12 Maple Tree Ct Ste 201               | Greenville      | SC    | 29615-4079 | 864.770.0442 |
| Hobbs              | Van      | 845 Polo Rd Ste 1                      | Columbia        | SC    | 29223-1004 | 803.419.1577 |
| Sheorn             | Douglas  | 6 Fish Haul Rd                         | Columbia        | SC    | 29209-0871 | 803.782.2121 |
| Norris             | James    | 331 E Main St, Ste 200                 | Rock Hill       | SC    | 29730-5371 | 803.909.9346 |
| Froman             | Jeffrey  | 330 Pelham Rd Ste 105B                 | Greenville      | SC    | 29615-3111 | 864.451.7890 |
| Johnsen            | Susan    | 1211 John B White Sr Blvd, Suite 2     | Spartanburg     | SC    | 29306-3924 | 864.587.7500 |
| Thompson           | Jason    | 181 E Evans Street, Suite E 3 BTC 040  | Florence        | SC    | 29506-2511 | 843.664.2835 |
| Mc Leod            | Frank    | 311 Meetze Ave                         | Lexington       | SC    | 29072-2625 | 803.358.9444 |
| De Rhodo           | David    | 201 Sigma Dr Ste 300                   | Summerville     | SC    | 29486-7722 | 843.594.3249 |
| Mc Ree             | William  | 115 McNulty St, PO Box 752             | Blythewood      | SC    | 29016-8736 | 803.691.8181 |
| Newman             | Gregg    | 121 Arrowwood Rd                       | Columbia        | SC    | 29210-7501 | 803.731.5959 |
| Johnson            | Gerald   | 880 S Pleasantburg Dr, Ste 1C          | Greenville      | SC    | 29607-2434 | 864.370.9222 |
| Carr               | Isaac    | 109 N Main St                          | Sumter          | SC    | 29150-4958 | 803.934.1588 |
| Capps              | Barry    | 2411 N Oak St, Ste 305                 | Myrtle Beach    | SC    | 29577-3165 | 843.444.0306 |
| Young              | Richard  | 709 Long Point Road, Suite A           | Mt Pleasant     | SC    | 29464-8287 | 843.971.0982 |
| Hein               | Rudolf   | 3015 Dunes West Blvd Ste 501           | Mt Pleasant     | SC    | 29466-8218 | 843.654.9126 |
| Westmoreland       | Ryan     | 311 Meetze Ave                         | Lexington       | SC    | 29072-2625 | 803.358.9444 |
| Stokes             | William  | 698 D Bultman Drive                    | Sumter          | SC    | 29150-2549 | 803.775.5181 |
| Bugay              | John     | 803 Roper Creek Dr                     | Greenville      | SC    | 29615-6938 | 864.292.3770 |
| Rabon              | Linda    | 1002 Buck St                           | Conway          | SC    | 29526-4119 | 843.488.2192 |
| West               | Michael  | 8 S Poinsett Hwy                       | Travelers Rest  | SC    | 29690-1822 | 864.565.8228 |
| Briggs             | Brandon  | 845 Polo Rd Ste 1                      | Columbia        | SC    | 29223-1004 | 803.419.1577 |
| Cassidy            | David    | 1202 3rd Ave                           | Conway          | SC    | 29526-5106 | 843.279.6299 |
| Johnson            | Joel     | 3814 Dyches Rd                         | Aiken           | SC    | 29801-2814 | 803.502.1226 |
| Kanagy             | Kimberly | 592 Cardinal Dr                        | Aiken           | SC    | 29803      | 803.642.0544 |
| Bruner             | Douglas  | 418 E Railroad Ave                     | Leesville       | SC    | 29070-7063 | 803.317.6077 |
| Crane              | Jason    | 445 Silver Bluff Rd                    | Aiken           | SC    | 29803-7858 | 803.979.6093 |
| Perry              | Matthew  | 1813 Pickens St                        | Columbia        | SC    | 29201-2630 | 803.750.5337 |
| Jackson-Gorham     | Natasha  | 1813 Pickens St                        | Columbia        | SC    | 29201-2630 | 803.750.5337 |
| Carothers          | Raymond  | 100 Shorecrest Drive, PO Box 469       | Clemson         | SC    | 29633-0469 | 864.654.0837 |
| Pollock            | Thomas   | 100 Shorecrest Drive, PO Box 469       | Clemson         | SC    | 29633-0469 | 864.654.0837 |
| Head               | Samuel   | 119A Professional Park Dr              | Seneca          | SC    | 29678-2558 | 864.885.1045 |
| Sharp              | James    | 1477 Long Grove Dr Unit 205, Mailbox 7 | Mount Pleasant  | SC    | 29464-7595 | 336.315.9410 |
| Langford           | Kenneth  | 27 Cleveland St Ste 103                | Greenville      | SC    | 29601-3653 | 864.239.0393 |
| Chou               | Lester   | 100 S Main St Ste O                    | Summerville     | SC    | 29483-6083 | 843.875.0564 |
| Pavlik             | Thomas   | 317 Broadway Ave, Ste 2                | Yankton         | SD    | 57078-4259 | 605.668.9155 |
| Larsen             | Steven   | 4900 S Minnesota Ave, Suite 102        | Sioux Falls     | SD    | 57108-2865 | 605.367.1717 |
| Leader             | Lori     | 115 Broadway Ave Ste 2                 | Yankton         | SD    | 57078-4210 | 605.665.8608 |
| Leuthold           | Gregory  | 5024 S Bur Oak Pl, Ste 117             | Sioux Falls     | SD    | 57108-2237 | 605.731.1862 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First    | Address                              | City         | State | Zip Code   | Bus Phone    |
|-------------|----------|--------------------------------------|--------------|-------|------------|--------------|
| Belitz      | Chad     | 5024 S Bur Oak Pl, Ste 117           | Sioux Falls  | SD    | 57108-2237 | 605.731.1862 |
| Schaap      | Gary     | 905 W Cedar St, PO Box 306           | Beresford    | SD    | 57004-1616 | 605.763.2098 |
| Norman      | Ted      | 731 Saint Joseph St Ste 220          | Rapid City   | SD    | 57701-2778 | 605.791.5321 |
| Volin       | Nicholas | 3710 S West Ave                      | Sioux Falls  | SD    | 57105-6352 | 605.335.1693 |
| Cheeseman   | Craig    | 221 N Main St                        | Salem        | SD    | 57058-2004 | 605.425.3001 |
| Wolff       | Patrick  | 1839 W Main St, Ste 2                | Rapid City   | SD    | 57702-2566 | 605.348.2415 |
| Pochop      | Jonathan | 712 N 12th St                        | Spearfish    | SD    | 57783-2239 | 605.642.1885 |
| Hunt        | Thietje  | 2040 W Main St, Ste 208              | Rapid City   | SD    | 57702-2446 | 605.399.2741 |
| Leyden      | Joel     | 214 E 2nd St                         | Winner       | SD    | 57580-1306 | 605.842.3832 |
| Miller      | Shane    | 646 Jennings Ave Ste 20, Simco Plaza | Hot Springs  | SD    | 57747-1661 | 605.745.4900 |
| Petersen    | Tyler    | 4940 5th St, Ste 1B                  | Rapid City   | SD    | 57701-6026 | 605.348.3030 |
| Ballard     | Steven   | 383 W Steamboat Dr, Ste 103          | Dakota Dunes | SD    | 57049-5390 | 605.232.6035 |
| Hardie      | Scott    | 525 5th St SE, Ste 1                 | Watertown    | SD    | 57201-4977 | 605.878.1122 |
| Krause      | Kenneth  | 119 N Main St                        | Mitchell     | SD    | 57301-3415 | 605.995.5950 |
| Miller      | Todd     | 5120 S Western Ave, Ste 101          | Sioux Falls  | SD    | 57108-2664 | 605.332.4600 |
| Dagel       | Scott    | 1334 19th St NE                      | Watertown    | SD    | 57201-6799 | 605.886.4059 |
| Isakson     | Myron    | 101 3rd Ave SW                       | Aberdeen     | SD    | 57401-4129 | 605.229.2073 |
| Marcotte    | Shelby   | 1120 8th Ave NE                      | Aberdeen     | SD    | 57401-3123 | 605.226.8220 |
| Abramowicz  | Steven   | 1025 Westhaven Blvd Ste 220          | Franklin     | TN    | 37064-4894 | 425.357.1639 |
| Sims        | James    | 412 Georgia Ave Ste 210              | Chattanooga  | TN    | 37403-1845 | 423.648.2900 |
| Abdelhadi   | Rami     | 751 Cool Springs Blvd, Ste 200       | Franklin     | TN    | 37067-2730 | 615.771.5278 |
| Boykin      | Tony     | 2550 Meridian Blvd Ste 350           | Franklin     | TN    | 37067-6383 | 615.747.2120 |
| Creecy      | Joe      | 751 Cool Springs Blvd, Ste 200       | Franklin     | TN    | 37067-2730 | 615.771.5278 |
| Lahey       | Vance    | 751 Cool Springs Blvd, Ste 200       | Franklin     | TN    | 37067-2730 | 615.771.5278 |
| Robins      | Matthew  | 751 Cool Springs Blvd, Ste 200       | Franklin     | TN    | 37067-2730 | 615.771.5278 |
| Ward        | Gary     | 2550 Meridian Blvd Ste 350           | Franklin     | TN    | 37067-6383 | 615.747.2120 |
| Stamatis    | Nicholas | 751 Cool Springs Blvd, Ste 200       | Franklin     | TN    | 37067-2730 | 615.771.5278 |
| Wuller      | David    | 751 Cool Springs Blvd, Ste 200       | Franklin     | TN    | 37067-2730 | 615.771.5278 |
| Craig       | James    | 1984 Rosemark Rd Suite C             | Atoka        | TN    | 38004-7843 | 615.905.5681 |
| Smith       | Douglas  | 213 Overlook Circle, Ste A 2         | Brentwood    | TN    | 37027-3303 | 615.234.7526 |
| Shahan      | Bruce    | 213 Overlook Circle, Ste A 2         | Brentwood    | TN    | 37027-3303 | 615.234.7526 |
| Wright      | Todd     | 109 S Northshore Dr, Ste 302A        | Knoxville    | TN    | 37919-4925 | 865.602.7700 |
| Jones       | Phillip  | 4509 Papermill Dr                    | Knoxville    | TN    | 37909-1969 | 865.212.2376 |
| Torbett     | Craig    | 102 W Springbrook Dr                 | Johnson City | TN    | 37604-1757 | 423.930.8959 |
| Forbis      | George   | 1616 Westgate Cir                    | Brentwood    | TN    | 37027-8019 | 615.844.6125 |
| Ward        | Gregory  | 817 E Oldham Ave                     | Knoxville    | TN    | 37917-5568 | 865.588.0555 |
| Roberts     | Jeffrey  | 1111 Northshore Dr Ste N-250         | Knoxville    | TN    | 37919-4005 | 865.357.5000 |
| Keeton      | Derek    | 139 S Charles G Seivers Blvd         | Clinton      | TN    | 37716-3927 | 865.463.9411 |
| Walker      | Kyle     | 6341 Middlebrook Pike                | Knoxville    | TN    | 37909-1238 | 865.973.9713 |
| Osgood      | Brian    | 9724 Kingston Pike, Ste 1010         | Knoxville    | TN    | 37922-6906 | 865.690.6169 |
| Goin        | Roger    | 131 Wendover Dr                      | Kingsport    | TN    | 37663-2660 | 423.246.6200 |
| Gillen      | Charles  | 22 Public Sq, Ste 1                  | Columbia     | TN    | 38401-3355 | 931.388.6346 |
| White       | Randy    | 2220 Award Winning Way, Ste 100      | Knoxville    | TN    | 37932-1995 | 865.693.4772 |
| Kirkwood    | David    | 683 Emory Valley Rd, Ste C           | Oak Ridge    | TN    | 37830-7746 | 865.482.1982 |
| Williams    | Roger    | 10025 Investment Dr Ste 150          | Knoxville    | TN    | 37932-2664 | 865.483.6669 |
| Jensen      | Larry    | 213 Overlook Circle, Ste A 2         | Brentwood    | TN    | 37027-3303 | 615.234.7526 |
| Campbell    | Glenn    | 100 Blythwood Dr Ste B               | Columbia     | TN    | 38401-4828 | 931.388.9768 |
| Partridge   | Alvin    | 2158 Northgate Park Ln Ste 209       | Chattanooga  | TN    | 37415-6911 | 423.870.2112 |
| Kiefer      | Roger    | 9724 Kingston Pike, Ste 1010         | Knoxville    | TN    | 37922-6906 | 865.690.6169 |
| Pinkleton   | Mark     | 3993 Memorial Blvd                   | Springfield  | TN    | 37172-4200 | 615.384.5066 |
| Tucker      | John     | 4509 Papermill Dr                    | Knoxville    | TN    | 37909-1969 | 865.212.2376 |
| Stevens     | Mac      | 1111 Northshore Dr Ste N-250         | Knoxville    | TN    | 37919-4005 | 865.357.5000 |
| Stacey      | David    | 1616 Westgate Cir                    | Brentwood    | TN    | 37027-8019 | 615.844.6125 |
| Tilley      | Gregory  | 6341 Middlebrook Pike                | Knoxville    | TN    | 37909-1238 | 865.973.9713 |
| Bevins      | Kenneth  | 200 E Main St, Ste 302               | Kingsport    | TN    | 37660-4354 | 423.246.9226 |
| Hooks       | Lee      | 1167 Trotwood Ave                    | Columbia     | TN    | 38401-3033 | 931.359.1669 |
| Houston     | Bryan    | 208 Sunset Dr Ste 101                | Johnson City | TN    | 37604-2572 | 423.283.9660 |
| Sproles     | David    | 714 S Church St                      | Murfreesboro | TN    | 37130-4926 | 629.207.4944 |
| Smith       | Peter    | 725 Cool Springs Blvd, Ste 600       | Franklin     | TN    | 37067-2716 | 615.864.5391 |
| Sweeney     | Jeremy   | 8086 Berry Farms Xing Ste 130        | Franklin     | TN    | 37064-1966 | 615.312.8222 |
| Trentham    | Brent    | 371 Fountain View Cir                | Alcoa        | TN    | 37701-1945 | 865.982.2653 |
| Riggs       | Jody     | 1210 Premier Dr Ste 202              | Chattanooga  | TN    | 37421-3747 | 423.648.0782 |
| Mc Cutcheon | Stephen  | 6111 Shallowford Rd, Ste 101         | Chattanooga  | TN    | 37421-7800 | 423.424.3301 |
| Couch       | Douglas  | 6111 Shallowford Rd, Ste 101         | Chattanooga  | TN    | 37421-7800 | 423.424.3301 |
| Hilliard    | Robert   | 6111 Shallowford Rd, Ste 101         | Chattanooga  | TN    | 37421-7800 | 423.424.3301 |
| Blaine      | Roger    | 6111 Shallowford Rd, Ste 101         | Chattanooga  | TN    | 37421-7800 | 423.424.3301 |
| Scotchie    | James    | 6111 Shallowford Rd, Ste 101         | Chattanooga  | TN    | 37421-7800 | 423.424.3301 |
| Morgan      | Dustin   | 7047 Lee Hwy, Ste 309                | Chattanooga  | TN    | 37421-1999 | 423.386.5751 |

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|------------------|-----------|--|--------------|-------|------------|--------------|
| Dunham           | David     | 6111 Shallowford Rd, Ste 101           | Chattanooga  | TN    | 37421-7800 | 423.424.3301 |
| Perry            | Vincent   | 5100 Poplar Ave Ste 514                | Memphis      | TN    | 38137-0514 | 901.312.7804 |
| Giles            | Scott     | 1053 W Rex Rd                          | Memphis      | TN    | 38119-3819 | 901.683.6767 |
| Wells            | Kevin     | 6750 Poplar Ave, Ste 206               | Memphis      | TN    | 38138-7414 | 901.312.7806 |
| Agrawal          | Sudhir    | 9037 Poplar Ave, Ste 102               | Germantown   | TN    | 38138-7854 | 901.312.7801 |
| Boswell          | Brian     | 9037 Poplar Ave, Ste 102               | Germantown   | TN    | 38138-7854 | 901.312.5067 |
| Shamoun          | James     | 138 Timber Creek Dr                    | Cordova      | TN    | 38018-4234 | 901.312.5060 |
| Terry            | Julie     | 138 Timber Creek Dr                    | Cordova      | TN    | 38018-4234 | 901.312.5060 |
| Douglas          | Brian     | 138 Timber Creek Dr                    | Cordova      | TN    | 38018-4234 | 901.312.5060 |
| Maclin           | William   | 138 Timber Creek Dr                    | Cordova      | TN    | 38018-4234 | 901.312.5060 |
| Cooper           | John      | 227 S 1st St                           | Union City   | TN    | 38261-3803 | 731.885.2222 |
| Woodend          | Robert    | 9037 Poplar Ave, Ste 102               | Germantown   | TN    | 38138-7854 | 901.312.7801 |
| Whitehead        | James     | 1052 Brookfield Rd                     | Memphis      | TN    | 38119-3860 | 901.682.5757 |
| Stone            | Brent     | 138 Timber Creek Dr                    | Cordova      | TN    | 38018-4234 | 901.312.5060 |
| Biladeau         | Carol     | 1408 Currier Ln                        | Knoxville    | TN    | 37919-8821 | 865.531.9185 |
| Wallace          | Robert    | 1408 Currier Ln                        | Knoxville    | TN    | 37919-8821 | 865.531.9185 |
| Woodruff         | Joseph    | 1408 Currier Ln                        | Knoxville    | TN    | 37919-8821 | 865.531.9185 |
| Sexton           | Jennifer  | 270 Glenis Dr, Ste B                   | Murfreesboro | TN    | 37129-5102 | 615.890.9411 |
| Landin           | Luis      | 444 Executive Center Blvd, Ste 222     | El Paso      | TX    | 79902-1039 | 830.992.3048 |
| Frankowski       | James     | 363 N Sam Houston Pkwy E, Ste 1480     | Houston      | TX    | 77060-2430 | 281.931.1900 |
| Quick            | Bruce     | 363 N Sam Houston Pkwy E, Ste 1480     | Houston      | TX    | 77060-2430 | 281.931.1900 |
| Penni            | Samuel    | 363 N Sam Houston Pkwy E, Ste 1480     | Houston      | TX    | 77060-2430 | 281.931.1900 |
| Riphey           | Bill      | 363 N Sam Houston Pkwy E, Ste 1480     | Houston      | TX    | 77060-2430 | 281.931.1900 |
| Lapp             | Philip    | 409 W 4th St, Ste 101                  | Weatherford  | TX    | 76086-1560 | 817.341.9898 |
| Richardson       | Howard    | 8309 Whitley Rd, Ste 101               | Watauga      | TX    | 76148-2485 | 817.427.5300 |
| Hibbett          | Gary      | 1401 Precinct Line Rd                  | Hurst        | TX    | 76053-3827 | 817.591.8000 |
| Taylor           | Robert    | 1401 Precinct Line Rd                  | Hurst        | TX    | 76053-3827 | 817.591.8000 |
| Chemla           | Jean Marc | 2840 W Southlake Blvd, Ste 120         | Southlake    | TX    | 76092-6767 | 817.635.6120 |
| Keever           | Bryan     | 2340 W Interstate 20, Ste 214          | Arlington    | TX    | 76017-7603 | 817.465.6000 |
| Jones            | Michael   | 318 W Highland Blvd                    | San Angelo   | TX    | 76903-7313 | 325.942.0600 |
| Just             | Kelly     | 8309 Whitley Rd, Ste 101               | Watauga      | TX    | 76148-2485 | 817.427.5300 |
| Dolansky         | Mary      | 205 N Oak St Unit B                    | Roanoke      | TX    | 76262-7001 | 817.879.7695 |
| Swain            | Zachary   | 8309 Whitley Rd, Ste 101               | Watauga      | TX    | 76148-2485 | 817.427.5300 |
| Farber           | Gregory   | 7840 Hillside Rd Ste 200               | Amarillo     | TX    | 79119-7875 | 806.352.0664 |
| Felker           | Marshall  | 214 E College St                       | Grapevine    | TX    | 76051-5332 | 214.273.4315 |
| Felker           | Michael   | 1401 Precinct Line Rd                  | Hurst        | TX    | 76053-3827 | 817.591.8000 |
| Mc Intyre Fields | Charla    | 1401 Precinct Line Rd                  | Hurst        | TX    | 76053-3827 | 817.591.8000 |
| Rein             | Lisa      | 1401 Precinct Line Rd                  | Hurst        | TX    | 76053-3827 | 817.591.8000 |
| Tredway          | Tyler     | 1401 Precinct Line Rd                  | Hurst        | TX    | 76053-3827 | 817.591.8000 |
| Scheffler        | Leon      | 2840 W Southlake Blvd, Ste 120         | Southlake    | TX    | 76092-6767 | 817.635.6120 |
| Deiterman        | Sharon    | 3134 Executive Dr, Ste B2              | San Angelo   | TX    | 76904-6886 | 325.942.1917 |
| Thane            | John      | 2840 W Southlake Blvd, Ste 120         | Southlake    | TX    | 76092-6767 | 817.635.6120 |
| Graff            | Joe       | 2840 W Southlake Blvd, Ste 120         | Southlake    | TX    | 76092-6767 | 817.635.6120 |
| Adams            | Justin    | 3131 Bell St Ste 101                   | Amarillo     | TX    | 79106-5029 | 806.331.1901 |
| Mortimore        | Keith     | 4810 Southland Blvd                    | San Angelo   | TX    | 76904-4610 | 325.716.4022 |
| Peacock          | William   | 2909 Sherwood Way, Ste 100             | San Angelo   | TX    | 76901-3583 | 325.949.9850 |
| Bright           | Steven    | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin       | TX    | 78731-1077 | 512.744.4180 |
| Sabra            | Michael   | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin       | TX    | 78731-1077 | 512.744.4180 |
| Penick           | Lee Ann   | 8820 Business Park Dr, Ste 100         | Austin       | TX    | 78759-7456 | 512.346.6530 |
| Velasquez-Romero | Gloria    | 115 Wild Basin Rd S Ste 310            | Austin       | TX    | 78746-3475 | 512.991.1101 |
| Lee              | Cheryl    | 4131 Spicewood Springs Rd, Ste E3      | Austin       | TX    | 78759-8659 | 512.630.7926 |
| Johnson          | Michael   | 111 Congress Ave Ste 500, Ste 150      | Austin       | TX    | 78701-4076 | 512.391.6990 |
| Elliott          | Jennifer  | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin       | TX    | 78731-1077 | 512.744.4180 |
| Everly           | William   | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |
| Montandon        | Justin    | 10415 Morado Cir, Ste 2-100            | Austin       | TX    | 78759-5698 | 512.744.4800 |
| Tyer             | M C       | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |
| Williams         | John      | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin       | TX    | 78731-1077 | 512.744.4180 |
| Ross             | Eric      | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |
| Carter           | Stephen   | 2851 Joe DiMaggio Blvd, Bldg 8 Ste 16  | Round Rock   | TX    | 78665-3961 | 512.986.5569 |
| Henry            | George    | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |
| Reep             | Walter    | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |
| Wood             | Barry     | 1707 Foggy Glen Cove                   | Austin       | TX    | 78733-1541 | 512.263.3695 |
| Palmer           | James     | 108 Wild Basin Rd S Ste 250            | Austin       | TX    | 78746      | 512.522.1316 |
| Miller           | Scott     | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |
| Burns            | Lethe     | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |
| Franzago         | Anthony   | 10415 Morado Cir, Ste 2-100            | Austin       | TX    | 78759-5698 | 512.744.4800 |
| Smith            | Michael   | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin       | TX    | 78731-1077 | 512.744.4180 |
| Eisenmenger      | Michael   | 11675 Jollyville Rd, Ste 200           | Austin       | TX    | 78759-3939 | 512.231.0725 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last          | First        | Address                                | City                 | State | Zip Code   | Bus Phone    |
|---------------|--------------|--|----------------------|-------|------------|--------------|
| Ford          | Keith        | 11675 Jollyville Rd, Ste 200           | Austin               | TX    | 78759-3939 | 512.231.0725 |
| Rapp          | Christopher  | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin               | TX    | 78731-1077 | 512.744.4180 |
| Stewart       | Randy        | 10415 Morado Cir, Ste 2-100            | Austin               | TX    | 78759-5698 | 512.744.4800 |
| Walters       | Neil         | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin               | TX    | 78731-1077 | 512.744.4180 |
| Callaway      | James        | 2219 Lamar Ave                         | Paris                | TX    | 75460-4755 | 903.785.7000 |
| Olivarez      | Larry        | 711 N Carancahua St, Ste 1701          | Corpus Christi       | TX    | 78401-0575 | 361.654.1900 |
| Heffernan     | David        | 1206 East Tyler Ave                    | Harlingen            | TX    | 78550-7140 | 956.423.1023 |
| Simmons       | James        | 612 S Missouri Ave                     | Weslaco              | TX    | 78596-6940 | 956.412.9454 |
| Johnston      | Marla        | 6160 Warren Pkwy, Ste 100              | Frisco               | TX    | 75034-9415 | 972.731.2612 |
| Jeng          | Christopher  | 17304 Preston Rd, Ste 1210             | Dallas               | TX    | 75252-4634 | 214.572.2260 |
| Medick        | David        | 4504 Legacy Dr, Ste 200                | Plano                | TX    | 75024-2188 | 214.445.0615 |
| Lee           | Charles      | 2435 N Central Expy, Ste 870           | Richardson           | TX    | 75080-2737 | 972.398.8599 |
| Sherwood      | Shane        | 911 W Loop 281 Ste 113                 | Longview             | TX    | 75604-2953 | 903.297.9800 |
| Harris        | Shannon      | 3610 Shire Blvd Ste 212                | Richardson           | TX    | 75082-2239 | 972.635.0100 |
| Horst         | Stephen      | 1200 S Cedar St, PO Box 5084           | Borger               | TX    | 79008-0908 | 806.273.7800 |
| Pettey        | Billie       | 2339 Dueling Oaks                      | Tyler                | TX    | 75703-0311 | 903.592.7526 |
| Doyle         | Terry        | 2435 N Central Expy, Ste 915           | Richardson           | TX    | 75080-2753 | 214.380.8500 |
| Carr          | Matthew      | 6446 98th St, Ste 100                  | Lubbock              | TX    | 79424-5473 | 806.791.5904 |
| Vasso         | Neal         | 5000 Quorum Dr Ste 375                 | Dallas               | TX    | 75254-7091 | 972.692.5069 |
| Bellinghausen | Jeffrey      | 2221 Lakeside Blvd Ste 1250            | Richardson           | TX    | 75082-4379 | 214.445.0600 |
| Bloom         | Todd         | 4504 Legacy Dr, Ste 200                | Plano                | TX    | 75024-2188 | 214.445.0615 |
| Mulloy        | Scott        | 7160 N Dallas Pkwy Ste 125             | Plano                | TX    | 75024-7214 | 214.445.0618 |
| Ross          | Andrew       | 2221 Lakeside Blvd Ste 1250            | Richardson           | TX    | 75082-4379 | 214.445.0600 |
| Jones         | Stephen      | 911 W Loop 281 Ste 113                 | Longview             | TX    | 75604-2953 | 903.297.9800 |
| Strohmeyer    | Sandra       | 2221 Lakeside Blvd Ste 1250            | Richardson           | TX    | 75082-4379 | 214.445.0600 |
| Grahnquist    | Gary         | 4504 Legacy Dr, Ste 200                | Plano                | TX    | 75024-2188 | 214.445.0615 |
| Morton        | Stefanie     | 7160 N Dallas Pkwy Ste 125             | Plano                | TX    | 75024-7214 | 214.445.0618 |
| Harrison      | Michael      | 102 N College Ave Ste 509              | Tyler                | TX    | 75702-7440 | 903.571.6421 |
| Weinstein     | Eugene       | 945 Stockton Dr Unit 2100, Ste 200     | Allen                | TX    | 75013-6153 | 214.445.0630 |
| Butts         | Stephen      | 3223 S Loop 289, Ste 310               | Lubbock              | TX    | 79423-1353 | 806.793.7930 |
| Keeney        | Travis       | 100 N Bolivar St Ste 109               | Marshall             | TX    | 75670-3305 | 903.742.4222 |
| Townley       | Bryan        | 2221 Lakeside Blvd Ste 1250            | Richardson           | TX    | 75082-4379 | 214.445.0600 |
| Reed          | Karl         | 1346 Broadway St, Ste 101              | Pearland             | TX    | 77581-6482 | 281.404.7600 |
| Bradford      | Terry        | 10375 Richmond Ave, Ste 250            | Houston              | TX    | 77042-4124 | 713.954.4940 |
| Israel        | Victor       | 9821 Katy Fwy, Ste 840                 | Houston              | TX    | 77024-1205 | 713.464.9700 |
| Riggs         | David        | 10375 Richmond Ave, Suite 1503         | Houston              | TX    | 77042-4163 | 713.953.0200 |
| Birney        | Nathan       | 9821 Katy Fwy, Ste 840                 | Houston              | TX    | 77024-1205 | 713.464.9700 |
| Roberts       | Jason        | 9821 Katy Fwy, Ste 840                 | Houston              | TX    | 77024-1205 | 713.464.9700 |
| Wilson        | David        | 711 W Bay Area Blvd Ste 400            | Webster              | TX    | 77598-4000 | 281.724.9612 |
| Goebel        | Randall      | 10375 Richmond Ave, Ste 250            | Houston              | TX    | 77042-4124 | 713.954.4940 |
| Uddin         | Jamal        | 9307 Broadway St Ste A317              | Pearland             | TX    | 77584-9765 | 713.478.1545 |
| Zeller        | Alfredo      | 1428 W Alabama St                      | Houston              | TX    | 77006-4071 | 713.521.0300 |
| Ward          | Sharon       | 800 Bering Dr Ste 105                  | Houston              | TX    | 77057-2130 | 713.400.5000 |
| Uliva         | Donna        | 6750 West Loop South, Ste 840          | Bellaire             | TX    | 77401-4113 | 713.600.3410 |
| Kurka         | George       | 1428 W Alabama St                      | Houston              | TX    | 77006-4071 | 713.521.0300 |
| Silva         | Joseph       | 10375 Richmond Ave, Ste 250            | Houston              | TX    | 77042-4124 | 713.954.4940 |
| Pathak        | Sanjay       | 2100 West Loop South, Suite 675        | Houston              | TX    | 77027-3515 | 713.954.4930 |
| Judah         | Russell      | 10375 Richmond Ave, Suite 1503         | Houston              | TX    | 77042-4163 | 713.953.0200 |
| Koerner       | Paul         | 9821 Katy Fwy, Ste 840                 | Houston              | TX    | 77024-1205 | 713.464.9700 |
| Janki         | Sandy        | 9821 Katy Fwy, Ste 840                 | Houston              | TX    | 77024-1205 | 713.464.9700 |
| Caffey        | Troy         | 711 W Bay Area Blvd Ste 400            | Webster              | TX    | 77598-4000 | 281.724.9612 |
| Hensley       | Anthony      | 9821 Katy Fwy, Ste 840                 | Houston              | TX    | 77024-1205 | 713.464.9700 |
| Spiller       | Arthur       | 711 W Bay Area Blvd Ste 400            | Webster              | TX    | 77598-4000 | 281.724.9612 |
| Weitzman      | Sergio       | 2100 West Loop South, Suite 675        | Houston              | TX    | 77027-3515 | 713.954.4930 |
| Burchett      | Stephen      | 150 Pine Forest Dr Ste 601             | Shenandoah           | TX    | 77384-5302 | 936.231.8966 |
| Probe         | William      | 711 W Bay Area Blvd Ste 400, Ste 3100  | Webster              | TX    | 77598-4000 | 281.724.9612 |
| Ponchak       | Justin       | 1322 Space Park Dr Ste A200            | Houston              | TX    | 77058-3458 | 281.800.9537 |
| Strawn        | Brian        | 711 W Bay Area Blvd Ste 400            | Webster              | TX    | 77598-4000 | 281.724.9612 |
| Savvidis      | Thalia       | 711 W Bay Area Blvd Ste 400, Ste 2100  | Webster              | TX    | 77598-4000 | 281.724.9612 |
| Rohde         | Michele      | 5606 N Navarro St, Ste 207             | Victoria             | TX    | 77904-1758 | 361.575.2600 |
| Whatley       | Hulon        | 8034 Highway 90A, Ste 100              | Sugar Land           | TX    | 77478-2961 | 281.494.8211 |
| Shanks        | Robert Kelly | 5925 Phelan Blvd Ste I                 | Beaumont             | TX    | 77706-6253 | 409.721.6200 |
| Garofalo      | Michael      | 800 Bering Dr Ste 105                  | Houston              | TX    | 77057-2130 | 713.400.5000 |
| Bingham       | Matthew      | 4925 Davis Blvd Ste 102                | North Richland Hills | TX    | 76180-6875 | 817.492.8100 |
| Travis        | Austin       | 115 N Dixie Dr, Ste 120                | Lake Jackson         | TX    | 77566-5958 | 979.297.3324 |
| Marcontell    | Jennifer     | 2830 N FM 565 Rd Ste 600               | Mont Belvieu         | TX    | 77523-5075 | 281.838.3100 |
| Robertson     | James        | 2001 Timberloch Pl Ste 500             | Spring               | TX    | 77380-1375 | 832.372.9245 |
| Bitar         | Omar         | 2615 Calder St Ste 150                 | Beaumont             | TX    | 77702-1935 | 409.813.6499 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address                               | City             | State | Zip Code   | Bus Phone    |
|--------------|-------------|---------------------------------------|------------------|-------|------------|--------------|
| Schmidt      | Glenn       | 16134 Highway 36                      | Needville        | TX    | 77461-9319 | 979.246.1010 |
| Ladner       | Travis      | 1601 Elm St Ste 4350                  | Dallas           | TX    | 75201-7234 | 214.272.8171 |
| Fiser        | Ky          | 4144 N Central Expy Ste 538           | Dallas           | TX    | 75204-2105 | 214.240.0600 |
| Thornal      | Sam         | 8751 Collin McKinney Pkwy, Ste 301    | McKinney         | TX    | 75070-1658 | 972.866.7960 |
| Rojas        | Kristian    | 5600 Tennyson Pkwy Ste 130            | Plano            | TX    | 75024-3998 | 214.697.8882 |
| Cannon       | Mark        | 1601 Elm St Ste 4350                  | Dallas           | TX    | 75201-7234 | 214.272.8171 |
| Jones        | Charles     | 1601 Elm St Ste 4350                  | Dallas           | TX    | 75201-7234 | 214.272.8171 |
| Scofield     | Dale        | 1601 Elm St Ste 4350                  | Dallas           | TX    | 75201-7234 | 214.272.8171 |
| Calander     | Dusti       | 203 W Davis St                        | McKinney         | TX    | 75069-4435 | 214.592.8660 |
| Pittman      | Kevin       | 202 S Parvin St                       | Prosper          | TX    | 75078-2671 | 214.592.8660 |
| Titterington | Charles     | 450 Highland Hills Ln                 | Highland Village | TX    | 75077-7240 | 972.317.1555 |
| Pearce       | Robin       | 950 E State Hwy 114, Ste 160          | Southlake        | TX    | 76092-5261 | 817.301.0309 |
| Samuelson    | Peter       | 1601 Elm St Ste 4350                  | Dallas           | TX    | 75201-7234 | 214.272.8171 |
| Clay         | Grant       | 5956 Sherry Ln                        | Dallas           | TX    | 75225-6519 | 972.914.3600 |
| Bailey       | Sanda       | 9102 Regal St                         | San Antonio      | TX    | 78216-5224 | 210.340.5010 |
| Watson       | Robin       | 414 W Austin St                       | Fredericksburg   | TX    | 78624-3208 | 830.992.3048 |
| Copeland     | Kent        | 2161 NW Military Hwy, Ste 204         | San Antonio      | TX    | 78213-1844 | 210.341.5368 |
| Collum       | Dawn        | 301 Junction Hwy Ste 249              | Kerrville        | TX    | 78028-4203 | 830.257.0406 |
| Muenz        | Scott       | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Mason        | Curtis      | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Stearns      | John        | 6124 S Staples St Ste 350             | Corpus Christi   | TX    | 78413-2904 | 361.991.5424 |
| Chavana      | Alfonzo     | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Brooks       | John Edward | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Palme        | Kristen     | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Garcia       | Anthony     | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Brower       | Brock       | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Dziuk        | Anton       | 224 W Main St, Ste 100                | Kenedy           | TX    | 78119-2755 | 830.583.0442 |
| Trusela      | John        | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Wynn         | David       | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Garcia       | Daniel      | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Gibbs        | Journel     | 100 NE Loop 410 Ste 1072              | San Antonio      | TX    | 78216-4700 | 210.255.8016 |
| Robbins      | Kelly       | 1314 E Sonterra Blvd, Bldg 4 Ste 401  | San Antonio      | TX    | 78258-4278 | 210.582.1300 |
| Barnes       | David       | 3008 N McColl Rd Ste B                | McAllen          | TX    | 78501-6640 | 956.772.4200 |
| Carter       | Samuel      | 1415 N Stuart Place Rd, Ste C         | Harlingen        | TX    | 78552-6470 | 956.679.3101 |
| Fields       | Michael     | 4810 Spicewood Spgs Rd, Ste 200       | Austin           | TX    | 78759-7838 | 512.956.4469 |
| Goodin       | Mark        | 4810 Spicewood Spgs Rd, Ste 200       | Austin           | TX    | 78759-7838 | 512.956.4469 |
| Carr-frenkel | Dawna       | 4131 Spicewood Springs Rd, Ste N11    | Austin           | TX    | 78759-8664 | 512.256.8282 |
| Young        | William     | 4810 Spicewood Spgs Rd, Ste 200       | Austin           | TX    | 78759-7838 | 512.956.4469 |
| Underwood    | Jeanne      | 4131 Spicewood Springs Rd, Ste N11    | Austin           | TX    | 78759-8664 | 512.256.8282 |
| Mason        | Andrew      | 4810 Spicewood Spgs Rd, Ste 200       | Austin           | TX    | 78759-7838 | 512.956.4469 |
| Judge        | Francis     | 8333 Douglas Ave Ste 475              | Dallas           | TX    | 75225-5845 | 214.535.5553 |
| Stockdale    | Barry       | 5172 Village Creek Dr, Ste 104        | Plano            | TX    | 75093-4444 | 972.447.5156 |
| Ochterbeck   | Richard     | 5172 Village Creek Dr, Ste 104        | Plano            | TX    | 75093-4444 | 972.447.5156 |
| Bordelon     | Bruce       | 5172 Village Creek Dr, Ste 104        | Plano            | TX    | 75093-4444 | 972.447.5156 |
| Seastone     | B.          | 5172 Village Creek Dr, Ste 104        | Plano            | TX    | 75093-4444 | 972.447.5156 |
| Altman       | Jeffery     | 5172 Village Creek Dr, Ste 104        | Plano            | TX    | 75093-4444 | 972.447.5156 |
| Crump        | Cynthia     | 11 Greenway Plz, Ste 3000             | Houston          | TX    | 77046-1104 | 713.332.4350 |
| Saacke       | C Travis    | 2900 Commercial Center Blvd, Ste 110  | Katy             | TX    | 77494-6581 | 713.332.4333 |
| Begay        | Audree      | 3200 Southwest Fwy, Ste 3100          | Houston          | TX    | 77027-7528 | 832.416.8400 |
| Tiras        | Scott       | 11 Greenway Plz, Ste 3000             | Houston          | TX    | 77046-1104 | 713.332.4350 |
| Pennington   | Darrell     | 11 Greenway Plz, Ste 3000             | Houston          | TX    | 77046-1104 | 713.332.4350 |
| Novosad      | Thomas      | 11 Greenway Plz, Ste 3000             | Houston          | TX    | 77046-1104 | 713.332.4410 |
| Kardesch     | Matthew     | 11 Greenway Plz, Ste 3000             | Houston          | TX    | 77046-1104 | 713.332.4410 |
| Fons         | Thomas      | 2717 Commercial Center Blvd, Ste E200 | Katy             | TX    | 77494-7823 | 832.913.5100 |
| Walkoviak    | Bradley     | 11757 Katy Fwy Ste 580                | Houston          | TX    | 77079-1743 | 713.332.4428 |
| Lewis        | Carl        | 820 Gessner Rd Ste 1325               | Houston          | TX    | 77024-4467 | 713.337.2047 |
| Talley       | Kevin       | 8900 Eastloch Dr Bldg 135, Ste R      | Spring           | TX    | 77379-2339 | 281.894.0888 |
| Sanders      | Kristin     | 25511 Budde Rd, Ste 301               | The Woodlands    | TX    | 77380-2080 | 281.363.9614 |
| Davis        | John        | 25329 Budde Rd Ste 1204, Ste 301      | The Woodlands    | TX    | 77380-1698 | 832.299.6280 |
| Turner       | Pamela      | 1207 University Ave                   | Huntsville       | TX    | 77340-4632 | 936.295.7009 |
| Sandberg     | John        | 5616 FM 1960 Rd E, Ste 276            | Humble           | TX    | 77346-2784 | 281.441.5340 |
| Chachere     | Jennifer    | 25511 Budde Rd, Ste 301               | The Woodlands    | TX    | 77380-2080 | 281.363.9614 |
| Laws         | Victor      | 8505 Technology Forest Pl, Ste 203    | The Woodlands    | TX    | 77381-1158 | 936.242.1780 |
| Banker       | Brent       | 8505 Technology Forest Pl, Ste 203    | The Woodlands    | TX    | 77381-1158 | 936.242.1780 |
| Goudeau      | Peter       | 757 N Eldridge Pkwy, Ste 675          | Houston          | TX    | 77079-4529 | 832.384.9536 |
| Rhyne        | Rodger      | 5616 FM 1960 Rd E, Ste 274            | Humble           | TX    | 77346-2737 | 713.936.3518 |
| Crews        | Stacy       | 1120 NASA Pkwy, Ste 220 U             | Houston          | TX    | 77058-3362 | 281.532.1889 |
| Yarbrough    | Billy       | 1200 Summit Ave Ste 860               | Fort Worth       | TX    | 76102-4411 | 817.210.0205 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last        | First       | Address                             | City           | State | Zip Code   | Bus Phone    |
|-------------|-------------|-------------------------------------|----------------|-------|------------|--------------|
| Smith       | Shawn       | 5600 Clearfork Main St Ste 460      | Fort Worth     | TX    | 76109-3567 | 817.377.9998 |
| Danley      | Bryce       | 1200 Summit Ave Ste 860             | Fort Worth     | TX    | 76102-4411 | 817.210.0205 |
| Harris      | Roseann     | 5600 Clearfork Main St Ste 460      | Fort Worth     | TX    | 76109-3567 | 817.377.9998 |
| Smiley      | W           | 1200 Summit Ave Ste 860             | Fort Worth     | TX    | 76102-4411 | 817.210.0205 |
| Fisk        | Jason       | 5600 Clearfork Main St Ste 460      | Fort Worth     | TX    | 76109-3567 | 817.377.9998 |
| McGowan     | Michael     | 606 Fall Creek Hwy                  | Granbury       | TX    | 76049-7972 | 800.687.4159 |
| Lehman      | James       | 700 Central Expy S, Ste 380         | Allen          | TX    | 75013-8110 | 972.954.1595 |
| Wammack     | Clint       | 700 Central Expy S, Ste 380         | Allen          | TX    | 75013-8110 | 972.954.1595 |
| Pak         | Samuel      | 719 Scott Ave Ste 700               | Wichita Falls  | TX    | 76301-2611 | 940.691.2275 |
| Makary      | Shane       | 2629 Plaza Pkwy, Ste A1             | Wichita Falls  | TX    | 76308-3873 | 940.696.1396 |
| Moody       | Cody        | 2629 Plaza Pkwy Ste B16             | Wichita Falls  | TX    | 76308-3875 | 940.687.2548 |
| Clark       | Raymond     | 870 Hebron Pkwy Ste 702, Ste 270    | Lewisville     | TX    | 75057-5003 | 972.393.7393 |
| Houston     | Kane        | 417 Oakbend Dr Ste 270              | Lewisville     | TX    | 75067-2308 | 469.635.6081 |
| Roberto     | Ricardo     | 580 S Denton Tap Rd Ste 120         | Coppell        | TX    | 75019-4099 | 972.471.9755 |
| Prestage    | La Vera     | 5718 Westheimer Rd Ste 1000         | Houston        | TX    | 77057-9903 | 713.260.1323 |
| Mc Gill     | Crawford    | 2000 West Loop S Ste 2110, Ste 2100 | Houston        | TX    | 77027-3512 | 713.260.1323 |
| De Grange   | Wendell     | 2000 West Loop S Ste 2110, Ste 2100 | Houston        | TX    | 77027-3512 | 713.260.1323 |
| Lillie      | Rashonner   | 2000 West Loop S Ste 2110, Ste 2100 | Houston        | TX    | 77027-3512 | 713.260.1323 |
| Palmer      | Jason       | 3333 Premier Dr, Ste 100            | Plano          | TX    | 75023-7137 | 972.543.4850 |
| Vaughn      | Derek       | 3333 Premier Dr, Ste 100            | Plano          | TX    | 75023-7137 | 972.543.4850 |
| Rouquette   | Zeph        | 3333 Premier Dr, Ste 100            | Plano          | TX    | 75023-7137 | 972.543.4850 |
| Dau         | Tuan        | 3333 Premier Dr, Ste 100            | Plano          | TX    | 75023-7137 | 972.543.4850 |
| Hecht       | Deborah     | 3333 Premier Dr, Ste 100            | Plano          | TX    | 75023-7137 | 972.543.4850 |
| Blevins     | Danny       | 3600 Shire Blvd, Ste 200            | Richardson     | TX    | 75082-2237 | 972.265.7001 |
| Heimsath    | Jaime       | 3600 Shire Blvd, Ste 200            | Richardson     | TX    | 75082-2237 | 972.265.7001 |
| Coleman     | Kyle        | 1608 Airport Fwy                    | Bedford        | TX    | 76022-6867 | 817.580.7000 |
| Church      | Guy         | 1608 Airport Fwy                    | Bedford        | TX    | 76022-6867 | 817.580.7000 |
| Powell      | Steven      | 1205 S White Chapel Blvd, Ste 265   | Southlake      | TX    | 76092-9331 | 817.749.0400 |
| Carruthers  | Tre         | 2221 E Lamar Blvd, Ste 220          | Arlington      | TX    | 76006-7418 | 682.323.8429 |
| Fahim       | Art         | 1608 Airport Fwy                    | Bedford        | TX    | 76022-6867 | 817.580.7000 |
| Bigler      | Benjamin    | 9800 Hillwood Pkwy Ste 180          | Fort Worth     | TX    | 76177-1527 | 682.231.8331 |
| Nichols     | Morgan      | 214 E College St                    | Grapevine      | TX    | 76051-5332 | 817.488.0905 |
| Kimball     | Quinton     | 4120 W Interstate 20                | Arlington      | TX    | 76017-1445 | 817.468.3388 |
| Malley      | Shawn       | 105 N 1st Ave                       | Mansfield      | TX    | 76063-1601 | 817.919.1193 |
| Corniello   | Lynn        | 6860 Dallas Pkwy Ste 550            | Plano          | TX    | 75024-4252 | 469.366.7200 |
| Federick    | Travis      | 7460 Warren Pkwy Ste 260            | Frisco         | TX    | 75034-4169 | 469.865.1061 |
| Brunn       | Michael     | 2401 Ludelle St                     | Fort Worth     | TX    | 76105-1018 | 817.534.4763 |
| Adamson     | Nicholas    | 6860 Dallas Pkwy Ste 550            | Plano          | TX    | 75024-4252 | 469.366.7200 |
| Federick    | Deborah     | 7460 Warren Pkwy Ste 260            | Frisco         | TX    | 75034-4169 | 469.865.1061 |
| Larkin      | James       | 7460 Warren Pkwy Ste 260            | Frisco         | TX    | 75034-4169 | 469.865.1061 |
| Garcia      | Christopher | 6860 Dallas Pkwy Ste 550            | Plano          | TX    | 75024-4252 | 469.366.7200 |
| Walker      | Tammie      | 236 W Pecan St, Suite 110           | Celina         | TX    | 75009-6160 | 469.865.1020 |
| Saunders    | Craig       | 705 E 1st St                        | Prosper        | TX    | 75078-2982 | 469.506.1950 |
| Sidhu       | Harsimran   | 6860 Dallas Pkwy Ste 550            | Plano          | TX    | 75024-4252 | 469.366.7200 |
| Boaz        | Rodney      | 6793 Old Jacksonville Hwy           | Tyler          | TX    | 75703-0508 | 903.592.2600 |
| Mcdermott   | Ryan        | 6510 Abrams Rd, Ste 355             | Dallas         | TX    | 75231-7217 | 636.322.8195 |
| Mcdermott   | Kelly       | 6510 Abrams Rd, Ste 355             | Dallas         | TX    | 75231-7217 | 636.322.8195 |
| Dick        | David       | 700 Highlander Blvd Ste 335         | Arlington      | TX    | 76015-4344 | 817.419.6001 |
| Misner      | Michael     | 1790 Hughes Landing Blvd, Ste 402   | The Woodlands  | TX    | 77380-1689 | 281.719.3219 |
| Skillrud    | Howard      | 8000 W Interstate 10 Ste 1513       | San Antonio    | TX    | 78230-3868 | 210.524.7713 |
| Howard      | Terry       | 8000 W Interstate 10, Ste 100       | San Antonio    | TX    | 78230-3802 | 210.881.0540 |
| Bellet      | Howard      | 700 Highlander Blvd Ste 335         | Arlington      | TX    | 76015-4344 | 817.419.6001 |
| Stone       | Douglas     | 8000 W Interstate 10, Ste 100       | San Antonio    | TX    | 78230-3802 | 210.881.0540 |
| Raub        | Allen       | 2201 N Central Expy Ste 178         | Richardson     | TX    | 75080-2754 | 817.419.6001 |
| Shipp       | James       | 165 W Canyon Crest Rd Ste 350       | Alpine         | UT    | 84004-1862 | 801.756.2244 |
| Holmgren    | John        | 11681 S 700 E Ste 100               | Draper         | UT    | 84020-8202 | 801.676.4540 |
| Christensen | Gary        | 11681 S 700 E Ste 100               | Draper         | UT    | 84020-8202 | 801.676.4540 |
| Wright      | John        | 12012 S 700 E, Ste 210              | Draper         | UT    | 84020-8257 | 801.274.1857 |
| Muir        | Mark        | 3115 E Lion Ln, Ste 130             | Salt Lake City | UT    | 84121-3528 | 801.569.4866 |
| Willson     | John        | 968 Chambers St Ste 3               | Ogden          | UT    | 84403-5080 | 801.479.7567 |
| Bowden      | Travis      | 8915 S 700 E, Ste 104               | Sandy          | UT    | 84070-2421 | 800.253.0502 |
| Webb        | Breagan     | 8915 S 700 E, Ste 104               | Sandy          | UT    | 84070-2421 | 800.253.0502 |
| Shelton     | Steven      | 869 Baxter Dr                       | South Jordan   | UT    | 84095-8506 | 801.984.2711 |
| Collier     | Jason       | 7440 S Creek Rd, Ste 250            | Sandy          | UT    | 84093-5511 | 801.569.4863 |
| Foslid      | Daniel      | 7440 S Creek Rd, Ste 200            | Sandy          | UT    | 84093-5502 | 801.569.4870 |
| Kell        | Travis      | 7440 S Creek Rd, Ste 250            | Sandy          | UT    | 84093-5511 | 801.569.4863 |
| Griffin     | Michael     | 7440 S Creek Rd, Ste 200            | Sandy          | UT    | 84093-5502 | 801.569.4870 |
| Olson       | Matthew     | 7440 S Creek Rd, Ste 200            | Sandy          | UT    | 84093-5502 | 801.569.4870 |

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|-----------------|-------------|----------------------------------|-----------------|-------|------------|--------------|
| Lott            | Mark        | 7440 S Creek Rd, Ste 200         | Sandy           | UT    | 84093-5502 | 801.569.4870 |
| Monson          | Brian       | 2180 S 1300 E Ste 420            | Salt Lake City  | UT    | 84106-2852 | 801.486.4595 |
| Christensen     | Trenton     | 247 E 2100 S                     | Salt Lake City  | UT    | 84115-2139 | 801.412.0478 |
| Fredrickson     | Stacey      | 1669 East 1400 South, Suite 100  | Clearfield      | UT    | 84015-2269 | 801.773.2227 |
| Hamner          | Matthew     | 491 N Bluff St Ste 302           | St George       | UT    | 84770-7392 | 208.528.6700 |
| Shiring         | Christopher | 8484 Westpark Dr Ste 710         | McLean          | VA    | 22102-3595 | 301.310.7288 |
| Ritter          | James       | 295 Bendix Rd, Ste 150           | Virginia Beach  | VA    | 23452-1293 | 757.321.3420 |
| Yeh             | Robert      | 5029 Corporate Woods Dr, Ste 150 | Virginia Beach  | VA    | 23462-4382 | 757.499.2639 |
| Fisher          | James       | 295 Bendix Rd, Ste 150           | Virginia Beach  | VA    | 23452-1293 | 757.321.3420 |
| Donovan         | Kenneth     | 295 Bendix Rd, Ste 150           | Virginia Beach  | VA    | 23452-1293 | 757.321.3420 |
| Crow            | Katherine   | 125 S Augusta St, Ste 3100       | Staunton        | VA    | 24401-4386 | 540.885.5772 |
| Jorgensen       | William     | 3951 Westerre Pkwy, Suite 100    | Richmond        | VA    | 23233-1312 | 804.935.4898 |
| Everett         | Patrick     | 3814 Kecoughtan Rd, Ste 100      | Hampton         | VA    | 23669-4402 | 757.951.0145 |
| Smith           | Christine   | 1901 S Main St Ste 4D            | Blacksburg      | VA    | 24060-6628 | 540.443.9143 |
| Page            | Benjamin    | 3908 Springfield Rd              | Glen Allen      | VA    | 23060-4119 | 804.217.7926 |
| Jin             | Weiwei      | 11832 Rock Landing Dr, Ste 204   | Newport News    | VA    | 23066-4231 | 757.873.8526 |
| Sampson         | Ernesto     | 3951 Westerre Pkwy, Suite 100    | Richmond        | VA    | 23233-1312 | 804.935.4898 |
| Barnett         | Mark        | 3951 Westerre Pkwy Ste 260       | Richmond        | VA    | 23233-1318 | 804.915.9444 |
| Weitens         | Keith       | 202 Third Ave                    | Radford         | VA    | 24141-4706 | 540.639.5153 |
| Nesmith         | Corey       | 3951 Westerre Pkwy Ste 260       | Richmond        | VA    | 23233-1318 | 804.915.9444 |
| Dorsey          | Mark        | 150 Boush St, Ste 603            | Norfolk         | VA    | 23510-1626 | 757.227.5020 |
| Edwards         | Larry       | 7526 Carrollton Pike             | Galax           | VA    | 24333-5975 | 276.236.6921 |
| Moles           | Michael     | 4581 Stuarts Draft Hwy           | Waynesboro      | VA    | 22980-7333 | 540.943.9924 |
| Anderson        | Nolia       | 6 Manhattan Sq, Ste 103          | Hampton         | VA    | 23666-5846 | 757.826.8847 |
| Moore           | Jerald      | 3951 Westerre Pkwy, Suite 100    | Richmond        | VA    | 23233-1312 | 804.747.1214 |
| Smith           | Gregory     | 5215 Colley Ave Ste 137          | Norfolk         | VA    | 23508-2172 | 757.626.1300 |
| Marotta         | Peter       | 3908 Springfield Rd              | Glen Allen      | VA    | 23060-4119 | 804.217.7926 |
| Woo             | James       | 4701 Cox Rd, Ste 275             | Glen Allen      | VA    | 23060-6806 | 804.273.1260 |
| Kasch           | Roger       | 4801 Cox Rd, Ste 202             | Glen Allen      | VA    | 23060-6803 | 804.249.7508 |
| Ball            | Steven      | 620 Woodbrook Dr Ste 4A          | Charlottesville | VA    | 22901-1153 | 434.973.3457 |
| Levitch         | Leonard     | 4801 Cox Rd, Ste 202             | Glen Allen      | VA    | 23060-6803 | 804.249.7508 |
| Romano          | Peter       | 524 Virginia Ave                 | Bluefield       | VA    | 24605-1729 | 276.326.1670 |
| Klich           | Jerry       | 3951 Westerre Pkwy, Suite 100    | Richmond        | VA    | 23233-1312 | 804.935.4898 |
| Barrett-Johnson | Kimberlee   | 908 E Jefferson St Suite 201     | Charlottesville | VA    | 22902-5375 | 434.296.6611 |
| Huebsch         | Holly       | 3951 Westerre Pkwy, Suite 100    | Richmond        | VA    | 23233-1312 | 804.747.1214 |
| Koogler         | Patricia    | 42 Stoneridge Dr, Ste 102        | Waynesboro      | VA    | 22980-6581 | 540.943.7665 |
| Mcaleer         | Patrick     | 4801 Cox Rd, Ste 202             | Glen Allen      | VA    | 23060-6803 | 804.249.7508 |
| Lovelace        | Charles     | 1108 Eden Sq                     | Chesapeake      | VA    | 23320-2749 | 757.508.0001 |
| Vicente Salas   | Catherine   | 1108 Eden Square                 | Chesapeake      | VA    | 23320-2749 | 757.549.1035 |
| Melrose         | Douglas     | 202 Third Ave                    | Radford         | VA    | 24141-4706 | 540.639.5153 |
| Hanks           | Edward      | 115 N Monroe St                  | Galax           | VA    | 24333-2821 | 276.238.2955 |
| Goodermuth      | Deborah     | 4510 Cox Rd, Ste 104             | Glen Allen      | VA    | 23060-6758 | 804.658.7166 |
| Clyburn         | Samuel      | 335 E Monroe St                  | Wytheville      | VA    | 24382-2337 | 276.223.0888 |
| Boinest         | Patrick     | 1950 Old Gallows Rd, Ste 420     | Vienna          | VA    | 22182-3920 | 703.434.3270 |
| Viera           | Carlos      | 3050 Chain Bridge Rd, Ste 101    | Fairfax         | VA    | 22030-2834 | 703.385.5464 |
| Lantz           | Eric        | 2000 Duke St Ste 300             | Alexandria      | VA    | 22314-6101 | 703.518.4184 |
| Allen           | Christopher | 3100 Clarendon Blvd, Ste 200     | Arlington       | VA    | 22201-5302 | 703.348.8439 |
| Godfrey         | Jonathan    | 14379 Summer Tree Rd, Ste B      | Centreville     | VA    | 20121-4031 | 703.298.0295 |
| Albrecht        | Ryan        | 1902 Campus Commons Dr, Ste 500  | Reston          | VA    | 20191-1592 | 703.774.1708 |
| Hopkins         | Micah       | 8150 Leesburg Pike, Ste 600      | Vienna          | VA    | 22182-2721 | 703.226.2300 |
| Stallworth      | Leticia     | 3050 Chain Bridge Rd, Ste 101    | Fairfax         | VA    | 22030-2834 | 703.385.5464 |
| Pollak          | Mark        | 8150 Leesburg Pike, Ste 600      | Vienna          | VA    | 22182-2721 | 703.307.2303 |
| Kim             | Soo         | 8150 Leesburg Pike, Ste 600      | Vienna          | VA    | 22182-2721 | 703.226.2300 |
| Price-Molvin    | Adriene     | 300 Ellicott St, Ste A4          | Occoquan        | VA    | 22125      | 703.518.5541 |
| Robinson        | Brian       | 301 Maple Ave W, Ste 520         | Vienna          | VA    | 22180-4302 | 703.766.2025 |
| Smith           | William     | 301 Maple Ave W, Ste 520         | Vienna          | VA    | 22180-4302 | 703.766.2025 |
| Felber          | Matthew     | 133 Maple Ave E, Ste 306         | Vienna          | VA    | 22180-5780 | 703.766.9300 |
| Kim             | Daniel      | 1950 Old Gallows Rd, Ste 420     | Vienna          | VA    | 22182-3920 | 703.434.3270 |
| Davis           | Theodore    | 4000 Legato Rd, Ste 1100         | Fairfax         | VA    | 22033-2893 | 703.896.7956 |
| Carradice       | John        | 12700 Black Forest Ln, Ste 310   | Woodbridge      | VA    | 22192-5306 | 703.590.0326 |
| Creyts          | Kelvin      | 3201 Jermantown Rd, Ste 575      | Fairfax         | VA    | 22030-2874 | 703.218.5032 |
| Marshall        | Steven      | 1902 Campus Commons Dr, Ste 500  | Reston          | VA    | 20191-1592 | 703.663.1152 |
| Gallant         | Jennifer    | 3201 Jermantown Rd, Ste 575      | Fairfax         | VA    | 22030-2874 | 703.218.5032 |
| Gurley          | C Mark      | 3201 Jermantown Rd, Ste 575      | Fairfax         | VA    | 22030-2874 | 703.218.5032 |
| Caggiano        | Richard     | 1130 Stuart Hills Way            | Herndon         | VA    | 20170-2468 | 703.573.5732 |
| Emond           | Christine   | 3959 Pender Dr, Ste 108          | Fairfax         | VA    | 22030-6041 | 703.359.2660 |
| Carbone         | Matthew     | 301 Maple Ave W, Ste 520         | Vienna          | VA    | 22180-4302 | 703.766.2025 |
| Meyer           | Sharon      | 3600 Chain Bridge Rd, Ste C      | Fairfax         | VA    | 22030-3236 | 703.241.8301 |

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## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last               | First       | Address                               | City             | State | Zip Code   | Bus Phone    |
|--------------------|-------------|---------------------------------------|------------------|-------|------------|--------------|
| Mullany            | Carolyn     | 3201 Jermantown Rd, Ste 575           | Fairfax          | VA    | 22030-2874 | 703.218.5032 |
| Whitlock           | Bennett     | 12848 Harbor Drive, Suite 101         | Lake Ridge       | VA    | 22192-2964 | 703.492.7732 |
| Adair              | Jeffery     | 3201 Jermantown Rd, Ste 575           | Fairfax          | VA    | 22030-2874 | 703.218.5032 |
| Smith              | Ben         | 3201 Jermantown Rd, Ste 575           | Fairfax          | VA    | 22030-2874 | 703.218.5032 |
| Hall               | Rebecca     | 1902 Campus Commons Dr, Ste 500       | Reston           | VA    | 20191-1592 | 703.663.1152 |
| Pramawat           | Christopher | 8251 Greensboro Dr Ste 310            | Mc Lean          | VA    | 22102-4900 | 703.893.3758 |
| Fattorini          | Marco       | 3050 Chain Bridge Rd, Ste 101         | Fairfax          | VA    | 22030-2834 | 703.385.5464 |
| Marx               | Anthony     | 46175 Westlake Dr Ste 110             | Potomac Falls    | VA    | 20165-5873 | 703.791.1283 |
| Harvey             | Christopher | 113 E Market St Ste 220               | Leesburg         | VA    | 20176-3112 | 571.209.9600 |
| Dunn               | Jason       | 14159 Robert Paris Ct Ste B           | Chantilly        | VA    | 20151-4227 | 703.560.5600 |
| Frazee             | Curtis      | 3050 Chain Bridge Rd, Ste 101         | Fairfax          | VA    | 22030-2834 | 703.385.5464 |
| Sultana            | Farzana     | 1950 Old Gallows Rd, Ste 420          | Vienna           | VA    | 22182-3920 | 703.434.3270 |
| Maloney            | Charles     | 307 E Market St Ste 100               | Leesburg         | VA    | 20176-4107 | 571.209.9602 |
| Gabalda            | Mario       | 5680 King Centre Dr Ste 600           | Alexandria       | VA    | 22315-5755 | 571.489.6110 |
| Cizler             | Matthew     | 37 Main St, Ste 204                   | Warrenton        | VA    | 20186-3445 | 540.318.6388 |
| Basinger           | David       | 300 Ellicott St, Ste A4               | Occoquan         | VA    | 22125      | 703.518.5541 |
| Howard             | William     | 7001 Heritage Village Plz, Ste 240    | Gainesville      | VA    | 20155-3094 | 703.753.2955 |
| Langdon            | Patrick     | 9117 Center St                        | Manassas         | VA    | 20110-5501 | 703.335.9887 |
| La Rose            | Richard     | 1 Park West Cir Ste 208               | Midlothian       | VA    | 23114      | 804.419.2512 |
| White              | John        | 51 Coaling Rd                         | Troutville       | VA    | 24175-6410 | 540.966.0500 |
| Carpenito          | Leslie      | 2965 Colonnade Dr, Ste 320            | Roanoke          | VA    | 24018-3541 | 540.777.5757 |
| Morel              | Cesar       | 1 Park West Cir Ste 208               | Midlothian       | VA    | 23114      | 804.419.2512 |
| Huggins            | Andrew      | 4030 Quarles Ct                       | Harrisonburg     | VA    | 22801-8716 | 540.434.4956 |
| Mumaw              | James       | 4030 Quarles Ct                       | Harrisonburg     | VA    | 22801-8716 | 540.438.1723 |
| Burkholder         | Boyd        | 560 Neff Ave, Ste 400                 | Harrisonburg     | VA    | 22801-8027 | 540.442.1110 |
| Walsh              | Abraham     | 817 Cedar Creek Grade Ste 200         | Winchester       | VA    | 22601-6460 | 540.722.0100 |
| Overy              | Richard     | 901 Richmond Road                     | Williamsburg     | VA    | 23185-2821 | 757.220.9888 |
| Engel              | Steven      | 675 Peter Jefferson Pkwy, Ste 220     | Charlottesville  | VA    | 22911-8618 | 434.995.5752 |
| Hancock            | Michael     | 941 Glenwood Station Ln, Ste 203      | Charlottesville  | VA    | 22901-5719 | 434.973.3457 |
| Barnes             | Stewart     | 3130 Chaparral Dr Ste 204, Bldg B     | Roanoke          | VA    | 24018-4353 | 540.769.0052 |
| Brooks             | Lee         | 3130 Chaparral Dr Ste 204, Bldg B     | Roanoke          | VA    | 24018-4353 | 540.769.0052 |
| Parker             | Carey       | 418 Libbie Ave                        | Richmond         | VA    | 23226-2616 | 804.282.8640 |
| Ghosh              | Bivas       | 2941 Fox Chase Ln                     | Midlothian       | VA    | 23112-4400 | 804.763.2570 |
| Bowen              | Michael     | 373 Neff Ave                          | Harrisonburg     | VA    | 22801-3430 | 540.434.3622 |
| Krech              | Stephen     | 373 Neff Ave                          | Harrisonburg     | VA    | 22801-3430 | 540.434.3622 |
| Williamson         | Kevin       | 14350 Sommerville Ct                  | Midlothian       | VA    | 23113-6838 | 804.273.1265 |
| Swartzwelder       | Brad        | 14350 Sommerville Ct                  | Midlothian       | VA    | 23113-6838 | 804.273.1265 |
| Brennan            | Christopher | 14350 Sommerville Ct                  | Midlothian       | VA    | 23113-6838 | 804.273.1265 |
| Larrow             | Jared       | 550 Hinesburg Rd Ste 203              | South Burlington | VT    | 05403-6542 | 802.865.2326 |
| Blanchard          | Seth        | 905 Roosevelt Hwy, Ste 220            | Colchester       | VT    | 05446-4475 | 802.654.8800 |
| Moulton            | Jeffrey     | 541 Industrial Avenue                 | Williston        | VT    | 05495-7129 | 802.862.5500 |
| Mathon             | Michael     | 77 College St, Ste 2E                 | Burlington       | VT    | 05401-8497 | 802.861.4040 |
| Dubois             | Jason       | 905 Roosevelt Hwy, Ste 220            | Colchester       | VT    | 05446-4475 | 802.654.8800 |
| Russell            | Benjamin    | 905 Roosevelt Hwy, Ste 220            | Colchester       | VT    | 05446-4475 | 802.654.8800 |
| Palmer             | Denise      | 14 N MAIN ST, STE 2001                | Barre            | VT    | 05641-4197 | 802.622.8060 |
| Charlebois Melendy | Clara       | 5399 Williston Rd, Ste 204            | Williston        | VT    | 05495-5322 | 802.657.3800 |
| Anderson           | Timothy     | 1140 10th St, Ste 207                 | Bellingham       | WA    | 98225-7053 | 360.392.2836 |
| Hanacek            | Adam        | 114 W Magnolia St, Ste 436            | Bellingham       | WA    | 98225-4354 | 360.392.3949 |
| Gega               | Byron       | 601 W 1st Ave Ste 1406                | Spokane          | WA    | 99201-3825 | 509.241.8088 |
| Eldridge           | William     | 309 E Farwell Rd Ste 300              | Spokane          | WA    | 99218-8210 | 509.232.0070 |
| Betz               | Kevin       | 140 S Arthur St Ste 420               | Spokane          | WA    | 99202-2220 | 509.534.3527 |
| Greene             | Thomas      | 140 S Arthur St Ste 420               | Spokane          | WA    | 99202-2220 | 509.534.3527 |
| Silkworth          | Brian       | 1080 W Ewing Pl Ste 200, Unit B10     | Seattle          | WA    | 98119-1461 | 206.285.5489 |
| Singleton          | Andrea      | 1200 Westlake Ave N Ste 501           | Seattle          | WA    | 98109-3528 | 206.285.0260 |
| Navone             | James       | 101 Elliott Ave W, Ste 510            | Seattle          | WA    | 98119-4292 | 206.219.5250 |
| Sands              | Colin       | 308 Gates St                          | Mount Vernon     | WA    | 98273-3833 | 360.336.5060 |
| Kelly              | John        | 101 Elliott Ave W, Ste 510            | Seattle          | WA    | 98119-4292 | 206.219.5250 |
| Gustin             | Sherry      | 610 N Mission St Ste 118, PO Box 2135 | Wenatchee        | WA    | 98801-2065 | 509.662.9287 |
| Scott              | Ann Marie   | 4508 Auburn Way N Ste E               | Auburn           | WA    | 98002      | 253.661.5311 |
| Miller             | John        | 6713 20th Ave NW                      | Seattle          | WA    | 98117-5707 | 206.784.3331 |
| Leach              | Heather     | 101 Elliott Ave W, Ste 510            | Seattle          | WA    | 98119-4292 | 206.219.5250 |
| Daniels            | Wil         | 1200 Westlake Ave N Ste 603           | Seattle          | WA    | 98109-3528 | 206.739.5048 |
| Cook               | Deane       | 11611 Airport Rd, Ste 202             | Everett          | WA    | 98204-3782 | 425.513.5943 |
| Hafen              | Carl        | 723 Broadway E, Ste A                 | Seattle          | WA    | 98102-4607 | 206.324.2707 |
| Stanton            | Vincent     | 4508 Auburn Way N Ste E               | Auburn           | WA    | 98002      | 253.661.5311 |
| Anderson           | Charles     | 1932 1st Ave Ste 620                  | Seattle          | WA    | 98101-2447 | 206.451.4259 |
| Kubik              | Eugene      | 4407 N Division St, Ste 605           | Spokane          | WA    | 99207-1613 | 509.232.0073 |
| Clyne Oishi        | Deborah     | 3215 NW Lowell St, Ste 101            | Silverdale       | WA    | 98383-9122 | 360.616.2453 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last           | First       | Address                               | City          | State | Zip Code   | Bus Phone    |
|----------------|-------------|---------------------------------------|---------------|-------|------------|--------------|
| Janicki        | Thomas      | 2702 S 42nd St, Ste 204               | Tacoma        | WA    | 98409-7322 | 253.472.8200 |
| Baker          | Thomas      | 2702 S 42nd St, Ste 204               | Tacoma        | WA    | 98409-7322 | 253.472.8200 |
| Ledesma        | Jason       | 2702 S 42nd St, Ste 204               | Tacoma        | WA    | 98409-7322 | 253.472.8200 |
| Buser          | Lyle        | 2702 S 42nd St, Ste 204               | Tacoma        | WA    | 98409-7322 | 253.472.8200 |
| Zelenak        | George      | 3929 Martin Way E, Suite F            | Olympia       | WA    | 98506-5200 | 360.438.1611 |
| Schwarz        | Ted         | 3929 Martin Way E, Suite F            | Olympia       | WA    | 98506-5200 | 360.438.1611 |
| Greene         | Brant       | 19793 Hamilton Ct NE, Ste 101         | Poulsbo       | WA    | 98370-8791 | 360.697.4600 |
| Matz           | Dean        | 2702 S 42nd St, Ste 204               | Tacoma        | WA    | 98409-7322 | 253.472.8200 |
| Dameille       | Russell     | 2702 S 42nd St, Ste 204               | Tacoma        | WA    | 98409-7322 | 253.472.8200 |
| Pickles        | William     | 505 Broadway, Ste 400                 | Tacoma        | WA    | 98402-3929 | 253.756.2003 |
| Berger         | Bradley     | 505 Broadway, Ste 400                 | Tacoma        | WA    | 98402-3929 | 253.756.2003 |
| Jensen         | Peter       | 22722 29th Dr SE Ste 100              | Bothell       | WA    | 98021-4420 | 425.445.7601 |
| Thomsen        | Jeffry      | 9951 Mickelberry Rd NW Ste 127        | Silverdale    | WA    | 98383-8309 | 360.282.6322 |
| Mcculloch      | Christopher | 2323 N 30th St Ste 100                | Tacoma        | WA    | 98403-3362 | 253.300.5577 |
| Ng             | Randy       | 14205 SE 36th St, Ste 100             | Bellevue      | WA    | 98006-1553 | 425.519.3797 |
| Phelps         | Roger       | 915 118th Ave SE Ste 250              | Bellevue      | WA    | 98005-3875 | 425.691.1587 |
| Jiyamapa       | Daniel      | 301 116th Ave Se Ste 500              | Bellevue      | WA    | 98004-6446 | 425.457.7073 |
| Chambers       | Jamie       | 4055 Lake Washington Blvd NE, Ste 200 | Kirkland      | WA    | 98033-7871 | 425.869.7100 |
| Richardson     | David       | 9725 SE 36th St, Ste 210              | Mercer Island | WA    | 98040-3840 | 206.453.3506 |
| Neamen         | Kirk        | 9725 SE 36th St, Ste 210              | Mercer Island | WA    | 98040-3840 | 206.453.3506 |
| Mosbacher      | Martin      | 1816 S Lake Stevens Rd, Ste 201       | Lake Stevens  | WA    | 98258-7960 | 206.236.8054 |
| Murphy         | Jill        | 320 Newport Way NW                    | Issaquah      | WA    | 98027-3119 | 425.654.4717 |
| Mc Williams    | Sean        | 340 4th St                            | Kirkland      | WA    | 98033-6213 | 425.800.6580 |
| Bennett        | James       | 2275 116th Ave NE Ste 200             | Bellevue      | WA    | 98004-3032 | 425.462.7900 |
| Aramaki        | David       | 14205 SE 36th St, Ste 100             | Bellevue      | WA    | 98006-1553 | 425.519.3797 |
| Haq            | Adnan       | 4055 Lake Washington Blvd NE, Ste 200 | Kirkland      | WA    | 98033-7871 | 425.869.7100 |
| Conti          | Edward      | 10655 NE 4th St Ste 503               | Bellevue      | WA    | 98004      | 425.460.9025 |
| Johnson        | Howard      | 11400 SE 8th St, Ste 445              | Bellevue      | WA    | 98004-6470 | 425.709.2345 |
| Schmiedeknecht | Cynthia     | 19125 Northcreek Pkwy, Suite 120      | Bothell       | WA    | 98011-8000 | 425.486.9066 |
| Crosby         | Jeffrey     | 4055 Lake Washington Blvd NE, Ste 200 | Kirkland      | WA    | 98033-7871 | 425.869.7100 |
| Tremblay       | DShane      | 4055 Lake Washington Blvd NE, Ste 200 | Kirkland      | WA    | 98033-7871 | 425.869.7100 |
| Sager          | Michelle    | 340 4th St                            | Kirkland      | WA    | 98033-6213 | 425.800.6580 |
| Halpin         | Uriah       | 4055 Lake Washington Blvd NE, Ste 200 | Kirkland      | WA    | 98033-7871 | 425.869.7100 |
| Norman         | Andrew      | 11201 SE 8th St Ste 115               | Bellevue      | WA    | 98004-6652 | 425.386.4333 |
| Brannan        | Virginia    | 152 3rd Ave S Ste 103A                | Edmonds       | WA    | 98020      | 425.245.8083 |
| Smith          | Kevin       | 100 2nd Ave S Ste 140                 | Edmonds       | WA    | 98020-8439 | 877.267.7408 |
| Mushen         | Jeffrey     | 110 James St Ste 100                  | Edmonds       | WA    | 98020-8430 | 425.640.8632 |
| Campbell       | Clinton     | 110 James St Ste 100                  | Edmonds       | WA    | 98020-8430 | 425.640.8632 |
| Horvath        | John        | 4910 NW Camas Meadows Dr, Ste 200     | Camas         | WA    | 98607-7763 | 360.883.5861 |
| Linde          | Randall     | 126 Wells Ave S                       | Renton        | WA    | 98057-2152 | 425.228.1000 |
| Douglas        | Darrell     | 7100 Fort Dent Way, Ste 240           | Tukwila       | WA    | 98188-8553 | 206.838.6240 |
| Eversole       | Eric        | 7100 Fort Dent Way, Ste 240           | Tukwila       | WA    | 98188-8553 | 206.838.6240 |
| Quinn          | Gregg       | 7530 164th Ave NE, Ste A116           | Redmond       | WA    | 98052-7837 | 425.558.3835 |
| Loughney       | Scott       | 201 NE Park Plaza Dr, Suite 166       | Vancouver     | WA    | 98684-5808 | 360.713.5471 |
| Edwards        | Stephan     | 802 SE 14th Ave, Ste 109              | Battle Ground | WA    | 98604-8619 | 360.851.1440 |
| Scannell       | Erin        | 2630 77th Ave SE Ste 110              | Mercer Island | WA    | 98040-3085 | 425.709.2345 |
| Maas           | Robert      | 2630 77th Ave SE Ste 110              | Mercer Island | WA    | 98040-3085 | 425.709.2345 |
| Larson         | Gregg       | 4407 N Division St Ste 601            | Spokane       | WA    | 99207-1660 | 509.747.6265 |
| Mc Kenzie      | Marvin      | 6601 W Deschutes Ave, Ste E           | Kennewick     | WA    | 99336-7811 | 509.737.1690 |
| Kinder         | Roger       | 1101 Summitview Ave                   | Yakima        | WA    | 98902-3024 | 509.454.1101 |
| Sullivan       | Ryan        | 7139 W Deschutes Ave Ste 101          | Kennewick     | WA    | 99336-7801 | 509.735.4477 |
| Faber          | Adam        | 119 N Commercial St, Ste 170          | Bellingham    | WA    | 98225-4437 | 360.734.9000 |
| Hogan          | Tyler       | 16000 Bothell Everett Hwy, Ste 260    | Mill Creek    | WA    | 98012-1515 | 425.337.3847 |
| Winter         | Jack        | 23710 NE 170th St                     | Woodinville   | WA    | 98077-7315 | 425.883.8536 |
| Barnhart       | Blayne      | 421 W Riverside Ave Ste 407           | Spokane       | WA    | 99201-0402 | 509.564.9900 |
| Ferrell        | Dana        | 310 120th Ave NE Ste 101              | Bellevue      | WA    | 98005-3013 | 425.457.7072 |
| Metz           | David       | 310 120th Ave NE Ste 101              | Bellevue      | WA    | 98005-3013 | 425.457.7072 |
| Mastor         | Michael     | 2019 E 29th Ave                       | Spokane       | WA    | 99203-3957 | 509.363.0336 |
| Feutz          | Christopher | 1331 North Rd, Ste 100                | Green Bay     | WI    | 54313-5723 | 920.593.6882 |
| Lewitzke       | Adam        | 601 Willard Dr                        | Green Bay     | WI    | 54304-5236 | 920.499.0999 |
| Denny          | Amanda      | 3311 Packerland Dr Ste A5             | De Pere       | WI    | 54115-9539 | 920.621.4168 |
| Piper          | Mark        | 1331 North Rd, Ste 100                | Green Bay     | WI    | 54313-5723 | 920.593.6882 |
| Holewinski     | Rick        | 2740 S Oneida St, Ste A               | Green Bay     | WI    | 54304-5751 | 920.499.9400 |
| Diestler       | Kelly       | 2631 S Packerland Dr, Ste 105         | Green Bay     | WI    | 54313-4130 | 920.491.1144 |
| Engles         | Mark        | 1331 North Rd, Ste 100                | Green Bay     | WI    | 54313-5723 | 920.593.6882 |
| Hemauer        | Scott       | 113 S Broadway                        | De Pere       | WI    | 54115-2513 | 920.338.9150 |
| Somerville     | Carey       | 3321 Packerland Dr Ste D              | De Pere       | WI    | 54115-7582 | 920.425.7777 |
| Higgins        | William     | 721 Main Ave                          | De Pere       | WI    | 54115-1371 | 920.964.0070 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last         | First       | Address                              | City             | State | Zip Code   | Bus Phone    |
|--------------|-------------|--------------------------------------|------------------|-------|------------|--------------|
| Schmidt      | Kathleen    | 721 Main Ave                         | De Pere          | WI    | 54115-1371 | 920.964.0070 |
| Schanhofer   | Derek       | 380 Main Ave, Ste 2                  | De Pere          | WI    | 54115-2203 | 920.347.5907 |
| Dretzka      | Heather     | 2631 S Packerland Dr, Ste 105        | Green Bay        | WI    | 54313-4130 | 920.491.1144 |
| Mcdougal     | Susan       | 1200 Centennial Centre Blvd, Ste 200 | Hobart           | WI    | 54155-8997 | 920.624.4283 |
| Groeschl     | Rick        | 444 Reid St Ste 200                  | De Pere          | WI    | 54115-2100 | 920.632.7005 |
| Hatch        | Amy         | 645 3rd St                           | Beloit           | WI    | 53511-6256 | 608.218.1207 |
| Smith        | Michael     | 3241A Business Park Dr               | Stevens Point    | WI    | 54482-8837 | 715.341.6657 |
| Koehler      | James       | 903 S 17th Ave, Ste A                | Wausau           | WI    | 54401-5700 | 715.842.3200 |
| Jarvis       | Andrew      | 903 S 17th Ave, Ste A                | Wausau           | WI    | 54401-5700 | 715.842.3200 |
| Fox          | Edward      | 2100 Stewart Ave Ste 205             | Wausau           | WI    | 54401-1707 | 715.261.1200 |
| Hermening    | Kevin       | 200 Washington St Ste 280            | Wausau           | WI    | 54403      | 715.842.1916 |
| Pergolski    | Joel        | 903 S 17th Ave, Ste A                | Wausau           | WI    | 54401-5700 | 715.842.3200 |
| Hartsough    | GR          | 1265 Main St Ste 107                 | Stevens Point    | WI    | 54481-2885 | 715.303.6820 |
| Raddatz      | Nathan      | 980 Maritime Dr, Ste 2               | Manitowoc        | WI    | 54220-2962 | 920.682.1119 |
| Meyer        | David       | 1204 S Oak Ave, PO Box 368           | Marshfield       | WI    | 54449-4151 | 715.387.8700 |
| Antti        | Brent       | 2331 Enterprise Dr                   | Oshkosh          | WI    | 54904-6320 | 920.426.3376 |
| Yaggie       | Christopher | 2331 Enterprise Dr                   | Oshkosh          | WI    | 54904-6320 | 920.426.3376 |
| Detjen       | David       | 2331 Enterprise Dr                   | Oshkosh          | WI    | 54904-6320 | 920.426.3376 |
| Mann         | Joseph      | 2331 Enterprise Dr                   | Oshkosh          | WI    | 54904-6320 | 920.426.3376 |
| Durfey       | Chad        | 1122 S Airline Rd, Ste 101           | Mount Pleasant   | WI    | 53406-3889 | 262.833.5025 |
| Wulf         | Wayne       | 710 N Main St Ste 103                | River Falls      | WI    | 54022-3605 | 715.426.1800 |
| Felton       | Dana        | 175 N Patrick Blvd, Ste 100          | Brookfield       | WI    | 53045-5857 | 262.641.4100 |
| Lutze        | Shannon     | 18200 W Capitol Dr Ste 203           | Brookfield       | WI    | 53045-1445 | 262.784.9000 |
| Hoppenrath   | Benjamin    | 402 Bernard St                       | Watertown        | WI    | 53094-6206 | 920.261.0511 |
| Morrone      | Michael     | 5027 Green Bay Road, Suite 106       | Kenosha          | WI    | 53144-1771 | 262.656.3006 |
| Petrus       | Jeffrey     | 175 N Patrick Blvd, Ste 100          | Brookfield       | WI    | 53045-5857 | 262.641.4100 |
| Schomberg    | Jonathan    | 330 S Executive Dr Ste 102           | Brookfield       | WI    | 53005-4215 | 262.777.2673 |
| Dubiel       | Jeannie     | 134 2nd Ave N                        | Onalaska         | WI    | 54650-2907 | 608.781.3000 |
| Stein        | Jeffrey     | 113 Spring St, PO Box 442            | Cambridge        | WI    | 53523-0442 | 920.563.2374 |
| Niemeyer     | Leslie      | 9701 Brader Way Ste 304              | Middleton        | WI    | 53562-9204 | 608.268.2332 |
| Mccauley     | Shane       | 175 N Patrick Blvd, Ste 100          | Brookfield       | WI    | 53045-5857 | 262.641.4100 |
| Stroede      | William     | 490 W Rolling Meadows Dr, Ste A3     | Fond du Lac      | WI    | 54937-8609 | 920.923.6300 |
| Baum         | David       | 1433 N Water St, Ste 400             | Milwaukee        | WI    | 53202-2603 | 414.296.6222 |
| Roth         | Nicholas    | 3121 Calumet Ave                     | Manitowoc        | WI    | 54220-5421 | 920.686.8222 |
| Carlson      | Rick        | 802 Superior Ave                     | Tomah            | WI    | 54660-2047 | 608.372.9444 |
| Behnke       | Randall     | 3121 Calumet Ave                     | Manitowoc        | WI    | 54220-5421 | 920.686.8222 |
| Stoffel      | Mark        | 4720 County Road P                   | Jackson          | WI    | 53095      | 920.419.4778 |
| Bush         | Mary        | 1601 E Racine Avenue, Suite 103      | Waukesha         | WI    | 53186-6800 | 262.409.4240 |
| Kuokkanen    | Davin       | 13890 Bishops Dr, Ste 200            | Brookfield       | WI    | 53005-6611 | 262.797.8828 |
| Arndt        | Jason       | 423 Parkview Drive                   | Milton           | WI    | 53563-1540 | 608.373.3175 |
| Sommers      | William     | 13890 Bishops Dr, Ste 200            | Brookfield       | WI    | 53005-6611 | 262.797.8828 |
| Lobins       | Kenneth     | 13890 Bishops Dr, Ste 200            | Brookfield       | WI    | 53005-6611 | 262.797.8828 |
| Halvey       | Michael     | 13890 Bishops Dr, Ste 200            | Brookfield       | WI    | 53005-6611 | 262.797.8828 |
| Sexton       | Mark        | 13890 Bishops Dr, Ste 200            | Brookfield       | WI    | 53005-6611 | 262.797.8828 |
| Bardon       | Jeremy      | 325 N Corporate Dr, Ste 110          | Brookfield       | WI    | 53045-5828 | 262.754.5504 |
| Napholz      | Rick        | 325 N Corporate Dr, Ste 110          | Brookfield       | WI    | 53045-5828 | 262.754.5504 |
| Dallen       | Richard     | 18000 W Sarah Ln, Ste 230            | Brookfield       | WI    | 53045-5853 | 262.754.9444 |
| Zarling      | Jake        | 325 N Corporate Dr, Ste 110          | Brookfield       | WI    | 53045-5828 | 262.754.5504 |
| Bortz        | Robert      | 121 Saint Paul St                    | Oconomowoc       | WI    | 53066-3088 | 262.269.1299 |
| Olson        | Bradley     | 13555 Bishops Ct Ste 255             | Brookfield       | WI    | 53005-6223 | 800.757.6837 |
| LaFontain    | Andrew      | 333 Bishops Way Ste 143              | Brookfield       | WI    | 53005-6251 | 262.218.4025 |
| Tornow       | Bryan       | 401 2nd St N Ste 102                 | La Crosse        | WI    | 54601-3210 | 608.796.0929 |
| Bryant       | Ronald      | 3458 Losey Blvd S                    | La Crosse        | WI    | 54601-7217 | 608.792.9855 |
| Schild       | Gregory     | 111 24th Street S, Ste 101           | Wisconsin Rapids | WI    | 54494-1907 | 715.421.2992 |
| Kraemer      | Jason       | 111 24th Street S, Ste 101           | Wisconsin Rapids | WI    | 54494-1907 | 715.421.2992 |
| Colemer      | Mathew      | 2012A 10th St S                      | Wisconsin Rapids | WI    | 54494-6301 | 715.422.7604 |
| Zuiker       | Amanda      | 111 24th Street S, Ste 101           | Wisconsin Rapids | WI    | 54494-1907 | 715.421.2992 |
| Caucutt-Ratz | Krista      | 2919 Mall Dr, Ste C                  | Eau Claire       | WI    | 54701-6872 | 715.838.9001 |
| Ratz         | Joel        | 2919 Mall Dr, Ste C                  | Eau Claire       | WI    | 54701-6872 | 715.838.9001 |
| Grupe        | Jamie       | 86 Coulee Rd Ste 100                 | Hudson           | WI    | 54016-2372 | 715.386.4100 |
| Hanson       | Craig       | 500 2nd St S, Ste 101                | LaCrosse         | WI    | 54601-4028 | 608.783.2639 |
| Mlsna        | Brian       | 500 2nd St S, Ste 101                | LaCrosse         | WI    | 54601-4028 | 608.783.2639 |
| Gillespie    | Timothy     | 500 2nd St S, Ste 101                | LaCrosse         | WI    | 54601-4028 | 608.783.2639 |
| Kimbel       | Brent       | 2601 W Beltline Hwy, Ste 104         | Madison          | WI    | 53713-2319 | 608.819.0500 |
| Jahn         | Stanley     | 7617 Mineral Point Road, Suite 200   | Madison          | WI    | 53717-1623 | 608.663.7526 |
| Zimmer       | Aaron       | 7617 Mineral Point Road, Suite 200   | Madison          | WI    | 53717-1623 | 608.663.7526 |
| Grodecki     | Abigail     | 2501 W Beltline Hwy Ste 301          | Madison          | WI    | 53713-2321 | 608.819.0510 |
| Lade         | Christine   | 110 W Main St Ste 3, PO Box 153      | Belleville       | WI    | 53508-9391 | 608.424.0330 |

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# EXHIBIT J

## INDEPENDENT ADVISOR BUSINESS LOCATIONS

| Last               | First       | Address                          | City          | State | Zip Code   | Bus Phone    |
|--------------------|-------------|----------------------------------|---------------|-------|------------|--------------|
| Schamberger        | Todd        | 446 N Westhill Blvd, Ste 5       | Appleton      | WI    | 54914-6533 | 920.731.1758 |
| Crotty             | Christopher | W6228 Communication Ct           | Appleton      | WI    | 54914-8531 | 920.882.3916 |
| Westphal           | Bruce       | 307 S Commercial St, Ste 102     | Neenah        | WI    | 54956-5700 | 920.725.2569 |
| Mohr               | Adam        | 1520 Front Porch Pl              | Altoona       | WI    | 54720-4000 | 715.832.7715 |
| McFarland Anderson | Meghan      | 9433 County Road J, Ste D        | Minocqua      | WI    | 54548-9318 | 888.356.5932 |
| Benedict           | Randall     | 1231 S Rochester St, Ste 130     | Mukwonago     | WI    | 53149-9031 | 262.724.8843 |
| Heideman           | Michael     | 446 N Westhill Blvd, Ste 5       | Appleton      | WI    | 54914-6533 | 920.731.1758 |
| Rasner             | Mark        | 490 W Rolling Meadows Dr, Ste A2 | Fond du Lac   | WI    | 54937-8609 | 920.907.2990 |
| Esler              | Jeffrey     | 425 W Water St, Ste 250          | Appleton      | WI    | 54911-6066 | 920.955.7788 |
| Mathias            | Jessica     | 606 E Wisconsin Ave, Ste 1       | Oconomowoc    | WI    | 53066-3044 | 262.560.4966 |
| Lowery             | Mark        | 35 Park Pl Ste 300               | Appleton      | WI    | 54914-8240 | 920.574.2936 |
| Zanders            | Nick        | 490 W Rolling Meadows Dr, Ste A2 | Fond du Lac   | WI    | 54937-8609 | 920.907.2990 |
| Johnson            | Cody        | 446 N Westhill Blvd, Ste 5       | Appleton      | WI    | 54914-6533 | 920.731.1758 |
| Greene             | Aoiheann    | 39 Park Pl, Ste 100              | Appleton      | WI    | 54914-8289 | 920.997.0668 |
| Wayne              | Sean        | 1110 Fourier Dr, Ste 110         | Madison       | WI    | 53717-1963 | 608.829.6629 |
| Reed               | Kristy      | 1110 Fourier Dr, Ste 110         | Madison       | WI    | 53717-1963 | 608.829.6629 |
| Hager              | Andrew      | 114 4th St                       | Baraboo       | WI    | 53913-2147 | 608.356.6675 |
| Deboer             | Mark        | 1110 Fourier Dr, Ste 100         | Madison       | WI    | 53717-1949 | 608.829.6633 |
| Lochner            | Andrew      | 1110 Fourier Dr, Ste 100         | Madison       | WI    | 53717-1949 | 608.829.6633 |
| Lynch              | John        | 101 E Milwaukee St Ste 201       | Janesville    | WI    | 53545-3030 | 608.752.6961 |
| Persinger          | Michael     | 5306 Valley Ridge Plz            | Middleton     | WI    | 53562-2053 | 608.478.4478 |
| Thoenke            | Gregory     | 1110 Fourier Dr, Ste 100         | Madison       | WI    | 53717-1949 | 608.829.6633 |
| Peters             | Scott       | 5306 Valley Ridge Plz, Ste 100   | Middleton     | WI    | 53562-2053 | 608.478.4478 |
| Alsteen            | Nicholas    | 1110 Fourier Dr, Ste 100         | Madison       | WI    | 53717-1949 | 608.829.6633 |
| Rufenacht          | Mark        | 1110 Fourier Dr, Ste 100         | Madison       | WI    | 53717-1949 | 608.829.6633 |
| Gant               | Michael     | 1110 Fourier Dr, Ste 110         | Madison       | WI    | 53717-1963 | 608.829.6629 |
| Nemoir             | Kevin       | 235 N Executive Dr, Ste 200      | Brookfield    | WI    | 53005-6000 | 262.373.6900 |
| Hatch              | Jason       | 725 Heartland Trl, Ste 200       | Madison       | WI    | 53717-1985 | 608.729.7999 |
| Plucker            | Benjamin    | 1818 Parmenter St Ste 300        | Middleton     | WI    | 53562-3170 | 608.824.2575 |
| Schmidt            | James       | 6405 Century Ave Ste 203         | Middleton     | WI    | 53562-2200 | 262.522.8500 |
| Bird               | Robert      | 121 N Madison St                 | Lancaster     | WI    | 53813-1348 | 608.723.1240 |
| Vallandingham      | Charles     | 330 Association Dr               | Charleston    | WV    | 25311-1269 | 304.352.8200 |
| Evans              | Charles     | 330 Association Dr               | Charleston    | WV    | 25311-1269 | 304.352.8200 |
| Arnold             | Marc        | 330 Association Dr               | Charleston    | WV    | 25311-1269 | 304.352.8200 |
| Bumgarner          | Gregory     | 330 Association Dr               | Charleston    | WV    | 25311-1269 | 304.352.8200 |
| Morton             | Raymond     | 189 Dry Hill Road                | Beckley       | WV    | 25801-2600 | 304.253.8561 |
| Bane               | Johnny      | 101 Washington St E Ste 124      | Charleston    | WV    | 25301-1500 | 304.720.7625 |
| Mc Clure           | James       | 101 Washington St E Ste 124      | Charleston    | WV    | 25301-1500 | 304.720.7625 |
| Herndon            | Donald      | 710 Central Ave, PO Box 786      | Barboursville | WV    | 25504-1304 | 304.302.2600 |
| Goff               | Dale        | 101 Washington St E Ste 124      | Charleston    | WV    | 25301-1500 | 304.720.7625 |
| Smith              | Bernadette  | 1206 Chapline St Ste 175         | Wheeling      | WV    | 26003-3317 | 304.830.5379 |
| Everson            | John        | 1270 Winchester Ave              | Martinsburg   | WV    | 25405-5019 | 304.263.4343 |
| Crossen            | Christopher | 1700 E 2nd St                    | Casper        | WY    | 82601-3007 | 307.234.3987 |
| Roberts            | Dixie       | 3000 Central Ave                 | Cheyenne      | WY    | 82001-2502 | 307.778.8321 |
| Shaw               | John        | 900 Coburn Ave                   | Worland       | WY    | 82401-3416 | 307.347.4734 |

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# EXHIBIT K

## INDEPENDENT ADVISORS THAT LEFT THE SYSTEM

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

| Last       | First    | Address                            | City             | State | Zip Code   | Bus Phone    |
|------------|----------|------------------------------------|------------------|-------|------------|--------------|
| Curry      | Brian    | 22 Rahling Circle                  | Little Rock      | AR    | 72223-9787 | 501.975.7924 |
| Kelso      | Russell  | 22 Rahling Circle                  | Little Rock      | AR    | 72223-9187 | 501.975.7999 |
| Vance      | Beth     | 5151 E Broadway Blvd, Suite 730    | Tucson           | AZ    | 85711-3783 | 520.748.2384 |
| Stern      | Robert   | 591 W Hamilton Ave, Ste 110        | Campbell         | CA    | 95008-0521 | 408.663.6418 |
| Kernen     | Kirk     | 108 W Center Ave                   | Visalia          | CA    | 93291-6228 | 559.471.0970 |
| De Jong    | Carl     | 7433 N 1st St Ste 102              | Fresno           | CA    | 93720-2851 | 559.490.7030 |
| Wright     | Mary     | 2233 Olympic Blvd                  | Walnut Creek     | CA    | 94595-1623 | 925.952.9810 |
| Wilson     | Leon     | 101 Gregory Ln, Ste 36             | Pleasant Hill    | CA    | 94523-4915 | 925.356.7600 |
| Sharp      | Thomas   | 11341 Gold Express Dr Ste 110      | Gold River       | CA    | 95670-4492 | 916.635.7801 |
| Kochon     | Shane    | 500 La Terraza Blvd, Ste 150       | Escondido        | CA    | 92025-3876 | 858.788.1920 |
| Morin      | Harold   | 5055 Canyon Crest Dr, Ste 107      | Riverside        | CA    | 92507-6015 | 909.276.2610 |
| Rietberg   | Kathleen | 12 Devine Rd                       | Suffield         | CT    | 06078-2368 | 860.254.5099 |
| Hedlund    | Jennifer | 111 Founders Plz, Ste 1503         | East Hartford    | CT    | 06108-3289 | 860.290.8880 |
| D'Amato    | Richard  | 100 Queen St                       | Southington      | CT    | 06489-2052 | 860.621.5657 |
| King       | Noah     | 700 W 23rd St Ste 29D              | Panama City      | FL    | 32405-3936 | 850.319.5921 |
| Peacock    | Drew     | 5101 N 12th Ave Ste A              | Pensacola        | FL    | 32504-8918 | 850.476.5773 |
| Charboneau | Scott    | 7432 Monika Manor Dr               | Tampa            | FL    | 33625-5826 | 813.448.7080 |
| Leute      | James    | 2080 McGregor Blvd, Ste 201        | Fort Myers       | FL    | 33901-3424 | 239.332.4800 |
| Veeneman   | Robert   | 2477 Stickney Point Rd, Ste 123B   | Sarasota         | FL    | 34231-4069 | 941.927.7555 |
| Strykowski | Philip   | 9015 Strada Stell Ct, Ste 103      | Naples           | FL    | 34109-4373 | 239.325.1041 |
| Megibow    | Brian    | 13461 Parker Commons Blvd, Ste 206 | Fort Myers       | FL    | 33912-1839 | 239.219.1750 |
| Miller     | James    | 9990 Coconut Rd Ste 243            | Bonita Springs   | FL    | 34135      | 239.390.1173 |
| Mandart    | Tracy    | 241 NE 4th St Ste B                | Delray Beach     | FL    | 33444-3805 | 844.978.8850 |
| Horowitz   | Jay      | 4800 N Federal Hwy Ste D200        | Boca Raton       | FL    | 33431-3413 | 561.372.0345 |
| Catenacci  | Peter    | 6750 N Andrews Ave Ste 200         | Fort Lauderdale  | FL    | 33309-2180 | 646.292.8005 |
| Grard Mao  | Isabelle | 2881 E Oakland Park Blvd, Ste 116  | Fort Lauderdale  | FL    | 33306-1813 | 954.332.2411 |
| Zirakian   | Paul     | 3201 SW 34th Ave, Ste 105          | Ocala            | FL    | 34474-7423 | 352.291.2300 |
| Ilyasov    | Andrey   | 300 NE 2nd St Ste 600              | Fort Lauderdale  | FL    | 33301      | 248.875.5700 |
| Farr       | Arthur   | 4151 Ashford Dunwoody Rd, Ste 225  | Atlanta          | GA    | 30319-1443 | 770.879.8007 |
| Bryant     | Jake     | 6285 Barfield Rd, Ste 250          | Atlanta          | GA    | 30328-4321 | 770.352.9650 |
| Beaver     | Kerry    | 6285 Barfield Rd, Ste 250          | Atlanta          | GA    | 30328-4321 | 770.352.9650 |
| Nishino    | Glenn    | 725 Kapiolani Blvd Ste C211        | Honolulu         | HI    | 96813-6014 | 808.739.7616 |
| Bogaards   | Arvin    | 106 N 28th St                      | Fairfield        | IA    | 52556-4310 | 641.472.6260 |
| Barstead   | Brian    | 700 S Grand Ave W                  | Springfield      | IL    | 62704-3639 | 217.789.2974 |
| Adamczyk   | Tracy    | 760 Village Center Dr Ste 210      | Burr Ridge       | IL    | 60527-4508 | 708.372.2661 |
| Berceau    | Steven   | 1000 Skokie Blvd Ste 550           | Wilmette         | IL    | 60091-1187 | 224.406.6742 |
| Maruyama   | Donald   | 2323 Naperville Rd, Ste 150        | Naperville       | IL    | 60563-5607 | 630.430.1562 |
| Arlington  | Janice   | 2323 Naperville Rd, Ste 140        | Naperville       | IL    | 60563-3540 | 630.955.0800 |
| Rodriguez  | Daniel   | 425 N Gilbert St, Suite 4          | Danville         | IL    | 61832-5639 | 217.442.8067 |
| Osborne    | Kirk     | 6067 Strathmoor Dr                 | Rockford         | IL    | 61107-6631 | 815.308.0790 |
| Bilitz     | Eric     | 3925 River Crossing Pkwy, Ste 140  | Indianapolis     | IN    | 46240-2281 | 317.218.2639 |
| King       | Robert   | 4440 Edison Lakes Pkwy, Ste 200    | Mishawaka        | IN    | 46545-1441 | 574.243.8096 |
| Polston    | Robert   | 4239 Flagstaff Cove                | Fort Wayne       | IN    | 46815-4418 | 260.469.9000 |
| Schaeffer  | Kyle     | 8900 Keystone Crossing, Ste 400    | Indianapolis     | IN    | 46240-2129 | 317.853.1100 |
| Blomberg   | Stephen  | 8900 Keystone Crossing, Ste 400    | Indianapolis     | IN    | 46240-2129 | 317.853.1100 |
| Scalard    | Douglas  | 5700 W 112th St, Ste 130           | Overland Park    | KS    | 66211-1749 | 913.239.8140 |
| Thomas     | David    | 17 S Main Street                   | Madisonville     | KY    | 42431-2553 | 270.821.2044 |
| Donovan    | David    | 175 Derby St Ste 16                | Hingham          | MA    | 02043-4047 | 781.301.6131 |
| Radesky    | Richard  | 255 Park Ave, Ste 906              | Worcester        | MA    | 01609-1984 | 508.796.0088 |
| Rodier     | James    | 126 Etonian Pkwy                   | Fitchburg        | MA    | 01420-1560 | 978.342.2931 |
| Mchugh     | Paul     | 324 Grove St RM 208                | Worcester        | MA    | 01605-3936 | 508.796.0018 |
| Serpa      | Octavia  | 1333 Main St Ste H                 | Walpole          | MA    | 02081-1756 | 781.444.2727 |
| Berry      | Bonnie   | 403 Charles St, Ste 1A PO Box 1953 | La Plata         | MD    | 20646-3527 | 301.934.3420 |
| White      | Charles  | 24 Bayview Street Ste 2            | Camden           | ME    | 04843-2258 | 207.299.8925 |
| Nagle      | John     | 2701 Troy Center Dr, Ste 291       | Troy             | MI    | 48084-4741 | 248.269.8000 |
| Venniro    | Anida    | 27950 Orchard Lake Rd, Ste 115     | Farmington Hills | MI    | 48334-3758 | 248.626.3644 |
| Gamache    | Roger    | 44 E 8th St, Ste 215               | Holland          | MI    | 49423-3531 | 616.392.6614 |
| Mullally   | William  | 43155 Main St Ste 2200A            | Novi             | MI    | 48375-1777 | 734.432.6490 |
| Forrester  | John     | 11290 Grand River Rd               | Brighton         | MI    | 48116-9590 | 866.879.9303 |

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# EXHIBIT K

## INDEPENDENT ADVISORS THAT LEFT THE SYSTEM

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

| Last               | First       | Address                         | City                  | State | Zip Code   | Bus Phone    |
|--------------------|-------------|---------------------------------|-----------------------|-------|------------|--------------|
| Piotrowski         | Kathy       | 894 Englewood Dr                | Rochester Hills       | MI    | 48309-1069 | 248.375.9288 |
| Everett            | Jimmy       | 2603 Niles Ave, Ste B           | St Joseph             | MI    | 49085-1954 | 269.983.2700 |
| Weyher             | Douglas     | 310 W Washington St Ste 201     | Marquette             | MI    | 49855-4334 | 906.228.3505 |
| Stacken            | Donna       | 510 Faxon Rd N, PO Box 534      | Norwood Young America | MN    | 55368-0534 | 952.467.3061 |
| Davis              | Thomas      | 8325 Wayzata Blvd, Ste 100      | Golden Valley         | MN    | 55426-1399 | 763.525.0258 |
| Johnson            | Curtis      | 8325 Wayzata Blvd, Ste 100      | Golden Valley         | MN    | 55426-1399 | 763.525.0258 |
| Turgeon            | Bradley     | 84 3rd St NW                    | Forest Lake           | MN    | 55025-1114 | 651.464.1764 |
| York               | Robert      | 3900 Northwoods Dr Ste 150      | Arden Hills           | MN    | 55112-6991 | 651.765.7030 |
| Hampl              | Christopher | 4570 Churchill St Ste 210       | Shoreview             | MN    | 55126-2274 | 651.403.8901 |
| Smith              | Stuart      | 12280 Nicollet Ave S, Ste 101   | Burnsville            | MN    | 55337-1999 | 952.808.5423 |
| Kramer             | Randall     | 329 N Main St, Ste 201          | Austin                | MN    | 55912-3478 | 507.437.3523 |
| Koch               | Gregg       | 222 E Main St                   | Albert Lea            | MN    | 56007-2977 | 507.377.3671 |
| Czerwonka          | Deborah     | 1730 Fenpark Dr, Ste 1001       | Fenton                | MO    | 63026-2920 | 636.660.0434 |
| Switzer            | Richard     | 32855 Laser Dr, PO Box 332      | Marceline             | MO    | 64658-1388 | 660.376.4488 |
| Powell             | David       | 286 W Millbrook Rd              | Raleigh               | NC    | 27609-4304 | 919.870.8930 |
| Walsh              | Jack        | 1903 Asheville Hwy, Ste E       | Hendersonville        | NC    | 28791-2168 | 828.513.1040 |
| Draeger            | Dennis      | 2300 13th Ave S, Ste B          | Fargo                 | ND    | 58103-3700 | 701.232.8886 |
| Vetter             | Leon        | 30 1st Ave E, Ste 1             | Dickinson             | ND    | 58601-5265 | 701.483.5735 |
| Goracke            | Brad        | 17310 Wright St, Ste 102        | Omaha                 | NE    | 68130-2405 | 402.697.7320 |
| Kingsbury Roskilly | Kelly       | 314 Middle St                   | Portsmouth            | NH    | 03801-5102 | 603.427.8252 |
| Mithoefer          | Randall     | 288 S River Rd, Bldg C Unit 1   | Bedford               | NH    | 03110-6815 | 603.589.4021 |
| Shnitzer           | David       | 262 S River Rd Ste 201          | Bedford               | NH    | 03110-6822 | 603.623.4972 |
| Shamesman          | Scott       | 65 Newmarket Rd A               | Durham                | NH    | 03824-3127 | 603.988.9136 |
| Dev                | Jai         | 1 Tara Blvd, Ste 200            | Nashua                | NH    | 03062      | 603.324.7145 |
| Beekman            | Ronald      | 4 Century Dr Ste 120            | Parsippany            | NJ    | 07054-4606 | 973.265.1185 |
| Giobbie            | Lee         | 1763 Marlton Pike E Ste 300     | Cherry Hill           | NJ    | 08003-2302 | 856.617.6451 |
| Rotella            | Christopher | 73 Newark Pompton Tpke, FL 2    | Riverdale             | NJ    | 07457-1426 | 973.616.8020 |
| Lewis              | William     | 73 Newark Pompton Tpke, FL 2    | Riverdale             | NJ    | 07457-1426 | 973.616.8020 |
| Burklow            | Timothy     | 73 Newark Pompton Tpke, FL 2    | Riverdale             | NJ    | 07457-1426 | 973.616.8020 |
| Rotella            | Matthew     | 73 Newark Pompton Tpke, FL 2    | Riverdale             | NJ    | 07457-1426 | 973.616.8020 |
| Clarizio           | Leonard     | 25A Hanover Rd Ste 103, Ste 303 | Florham Park          | NJ    | 07932-1441 | 973.633.0877 |
| Farrell            | Kevin       | 3800 Bayshore Rd Ste B          | Cape May              | NJ    | 08204-3208 | 609.445.4553 |
| Eldridge           | William     | 100 Center Blvd Ste F           | Marlton               | NJ    | 08053-4128 | 856.988.9113 |
| Bacon              | Richard     | 3850 Masthead St NE             | Albuquerque           | NM    | 87109-4479 | 505.884.5757 |
| Johnson            | Cheryl      | 90 Linden Oaks, Ste 230         | Rochester             | NY    | 14625-2830 | 585.461.2280 |
| Andriaccio         | Michael     | 6622 Main St, Ste 2             | Williamsville         | NY    | 14221-5968 | 716.565.3880 |
| Smith              | Norman      | 8 Denison Pkwy E Ste 405        | Corning               | NY    | 14830-2636 | 607.962.8430 |
| Webb               | Terry       | 43 S Broad St                   | Norwich               | NY    | 13815-1691 | 607.353.5170 |
| Osbourne           | Alfred      | 90 Merrick Ave, Ste 403         | East Meadow           | NY    | 11554-1571 | 516.861.3521 |
| Conway             | Michael     | 4510 Merrick Rd                 | Massapequa            | NY    | 11758-6008 | 516.797.7591 |
| Ockajik            | Steven      | 6964 Spinach Dr                 | Mentor                | OH    | 44060-4958 | 440.205.0747 |
| Shultz             | Marie       | 1604 E Perkins Ave Ste 109      | Sandusky              | OH    | 44870-5123 | 419.624.0606 |
| Musser             | Joseph      | 4383 Executive Cir NW           | Canton                | OH    | 44718-2999 | 330.497.5304 |
| Bleichner          | Sherri      | 8008 N High St                  | Columbus              | OH    | 43235-6440 | 614.310.0501 |
| Shults             | Joseph      | 4901 Hunt Rd Ste 201            | Blue Ash              | OH    | 45242-6990 | 513.336.8580 |
| Wagner             | Susan       | 836 W South Boundary St, Ste 2B | Perrysburg            | OH    | 43551-5640 | 419.873.2332 |
| Riggle             | John        | 6011 Renaissance Pl Ste 1       | Toledo                | OH    | 43623-4721 | 419.841.5405 |
| Gayden             | Gary        | 16311 Sonoma Park Dr, Ste B     | Edmond                | OK    | 73013-2107 | 405.705.5906 |
| Horiuchi           | Rick        | 8625 SW Cascade Ave, Ste 104    | Beaverton             | OR    | 97008-7180 | 503.382.4363 |
| Steagall-cissell   | Laura       | 1742 Willamette Falls Dr        | West Linn             | OR    | 97068-4546 | 503.655.5883 |
| Lint               | Timothy     | 101 N Main St Ste 200 A, Ste B  | Greensburg            | PA    | 15601-2407 | 724.552.3639 |
| Whiteman           | David       | 2134 Sandy Drive, Suite 8       | State College         | PA    | 16803-2292 | 814.237.4500 |
| Kauffman           | Jonas       | 1717 Lititz Pike                | Lancaster             | PA    | 17601-6509 | 717.431.2996 |
| Miley              | Michael     | 180 Good Dr, Ste 1              | Lancaster             | PA    | 17603-4359 | 717.735.6990 |
| Rose               | Paul        | 101 S 3rd St Ste 205            | Easton                | PA    | 18042-4524 | 610.438.5720 |
| Hoey               | Matthew     | 855 Springdale Drive, Ste 100   | Exton                 | PA    | 19341-2853 | 484.879.6021 |
| Geer               | Walter      | 117 Metro Center Blvd, Ste 2004 | Warwick               | RI    | 02886-1774 | 401.681.4616 |
| Mc Gowan           | William     | 40 Spring Valley Dr             | E Greenwich           | RI    | 02818-1908 | 401.398.0532 |
| Mc Guire           | Francis     | 259 Seven Farms Dr Ste 200      | Daniel Island         | SC    | 29492-7553 | 843.284.1237 |

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## EXHIBIT K

### INDEPENDENT ADVISORS THAT LEFT THE SYSTEM

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

| Last        | First     | Address                                | City                 | State | Zip Code   | Bus Phone    |
|-------------|-----------|--|----------------------|-------|------------|--------------|
| Clarke      | Jeffrey   | 2411 N Oak St Ste 303                  | Myrtle Beach         | SC    | 29577-3165 | 843.492.7701 |
| Langley     | Matthew   | 485 Chapin Rd Ste A                    | Chapin               | SC    | 29036-8877 | 803.941.7519 |
| Young       | Kristin   | 25511 Budde Rd, Ste 2603               | The Woodlands        | TX    | 77380-2388 | 832.791.5040 |
| Bailey      | James     | 11675 Jollyville Rd, Ste 200           | Austin               | TX    | 78759-3939 | 512.231.0725 |
| Doyle       | Theodore  | 8310-1 N Capital of Texas Hwy, Ste 360 | Austin               | TX    | 78731-1077 | 512.744.4180 |
| Francis     | Scott     | 168 Col Etheredge, Ste D Unit G        | Huntsville           | TX    | 77340-4224 | 936.828.0113 |
| Bingham     | Ricky     | 4925 Davis Blvd Ste 102                | North Richland Hills | TX    | 76180-6875 | 817.492.8100 |
| Sanchez     | Pete      | 8700 Crownhill Blvd Ste 301            | San Antonio          | TX    | 78209-1128 | 210.858.6004 |
| Muldowney   | Jerome    | 3522 Paesanos Pkwy Ste 303             | San Antonio          | TX    | 78231-1231 | 210.764.1390 |
| Hughes      | Arthur    | 3008 N McColl Rd Ste A                 | McAllen              | TX    | 78501-6640 | 956.687.7902 |
| Malone      | Shirley   | 125 Rose St Ste 103                    | Buda                 | TX    | 78610-4222 | 512.523.8531 |
| Donowho     | Randall   | 8000 W Interstate 10, Ste 100          | San Antonio          | TX    | 78230-3802 | 210.881.0540 |
| Finch       | Lawrence  | 2870 Willow Creek Dr                   | Sandy                | UT    | 84093-2049 | 801.942.4753 |
| Gross       | Andrew    | 20902 Trinity Square                   | Sterling             | VA    | 20165-7233 | 703.430.9712 |
| Bateman     | Sheila    | 1403 Greenbrier Pkwy Ste 150           | Chesapeake           | VA    | 23320-0624 | 757.410.8028 |
| Aikat       | Probir    | 8000 Towers Crescent Dr, Ste 1384      | Vienna               | VA    | 22182-6207 | 703.259.3420 |
| Driver      | Everette  | 373 Neff Ave                           | Harrisonburg         | VA    | 22801-3430 | 540.434.3622 |
| Wakefield   | Rebecca   | 101 Elliott Ave W, Ste 510             | Seattle              | WA    | 98119-4292 | 206.219.5250 |
| Tilbury     | Richard   | 114 W Magnolia St Ste 431              | Bellingham           | WA    | 98225-4354 | 360.392.3933 |
| Wong        | DeAnna    | 1200 Westlake Ave N Ste 501            | Seattle              | WA    | 98109-3528 | 206.285.0260 |
| Anderson    | Janet     | 2702 S 42nd St, Ste 204                | Tacoma               | WA    | 98409-7322 | 253.472.8200 |
| Anderson    | Gina      | 14205 SE 36th St, Ste 100              | Bellevue             | WA    | 98006-1553 | 425.519.3797 |
| Dunn        | Russell   | 915 118th Ave SE Ste 250               | Bellevue             | WA    | 98005-3875 | 425.691.1587 |
| Beaulaurier | Tom       | 915 118th Ave SE Ste 250               | Bellevue             | WA    | 98005-3875 | 425.691.1587 |
| Johnson     | Harry     | 126 Wells Ave S                        | Renton               | WA    | 98057-2152 | 425.228.1000 |
| Sutherland  | Constance | 1502 Mount Vernon Ave                  | Yakima               | WA    | 98902-2935 | 612.678.0102 |
| Gerrish     | David     | 151 Sunwood Vly Ln                     | River Falls          | WI    | 54022-7512 | 715.426.9910 |
| Farnsworth  | Cynthia   | 5306 Valley Ridge Plz                  | Middleton            | WI    | 53562-2053 | 651.335.4763 |
| Uram        | Larry     | 2900 Culler Rd                         | Weirton              | WV    | 26062-9677 | 304.748.7094 |

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## EXHIBIT L

### GDC CALCULATION EXAMPLES

**NOTE:** The examples provided below reflect rates generally effective as of January 2025. The Product GDC Rates may change at any time. Additionally, GDC Payout Rates may change. Please refer to the Compensation Reference Guide for complete and the most recent information.

#### 1. Ameriprise Financial Planning Service (“AFPS”)

##### Eligible for Sale/Compensation

- Compensation is paid with applicable licensure and fulfilled requirements

##### GDC Overview:

##### TOS GDC (New Business)

- The GDC Rate is set as a percentage of the client fee
- TOS GDC is not paid on the discounted portion from a coupon

##### Trail GDC (Client Service)

- Not applicable

##### GDC Rates

| Engagement Period (Contract Term) | TOS GDC Rate | Trail GDC Rate |
|-----------------------------------|--------------|----------------|
| AFPS                              | 100%         | N/A            |

##### Hypothetical Example Assumptions:

- Advisor sells an AFPS plan for \$1,500
- Product GDC Rate: 100%
- Advisor Payout Rate: 85%

| Calculating TOS GDC and Commission |  |
|------------------------------------|--|
| Step 1:                            | (Client Fee) x (Product GDC Rate) = TOS GDC %<br>\$1,500 x 100% = \$1,500 TOS GDC          |
| Step 2:                            | TOS GDC x Advisor Payout Rate = GDC Commissions<br>\$1,500 x 85% = \$1,275 GDC Commissions |

#### 2. Advisory Solutions (Managed Accounts)

##### Eligible for Sale/Compensation

- Compensation is paid with applicable licensure and fulfilled requirements

##### GDC Overview:

##### TOS GDC (New Business)

- Total Advisory Fee Rate + Manager Fee (if applicable) + Platform Fee (if applicable) + AFS Fee (if applicable)
- The GDC Rate is set at 100% of the Advisory Fee less the Administration (“Admin”) Fee
- The annual minimum Administration Fee is \$300 per advisory account household and is applied to households with \$150,000 or less in advisory account Assets Under Management (“AUM”)
  - The Administration Fee for households with \$150,000 or more in advisory account AUM will be calculated according to the Administration Fee Rates provided in the table (below); the calculated Administration Fee may or may not be less than the \$300 minimum Administration Fee
  - When the minimum Administration Fee is invoked, negative GDC will not be assessed across advisory accounts for households with \$150,000 or less in AUM

**Trail GDC (Client Service)**

- Net contributions of \$10,000 or more in a single business day will result in an asset-based fee billed to the account on the amount of the net contribution
  - Compensation is reflected in that compensation cycle
- 12b-1 Fees
  - Collected by the fund family and paid to Ameriprise Financial; automatically rebated to the client's advisory account(s)
  - Paid by the fund family and are not paid to the advisor

**Administration Fee Rates**

| Average<br>Advisory AUM<br>Across Client<br>Household<br>Groups | 2025 Administration Fee Schedule                        |        |        |        |        |        |          |          |
|---|---|--------|--------|--------|--------|--------|----------|----------|
|   | Total Book Value of Advisory Assets as of Dec. 31, 2024 |        |        |        |        |        |          |          |
|   | Tier 1  | Tier 2 | Tier 3 | Tier 4 | Tier 5 | Tier 6 | Tier 7   | Tier 8   |
| Solo Segment  | < \$90M   | \$90M  | \$180M | \$350M | \$500M | \$650M | \$800M   | \$1,500M |
| Team Segment  | < \$100M  | \$100M | \$200M | \$400M | \$600M | \$750M | \$1,000M | \$2,000M |
| < \$500,000   | 0.20%   | 0.195% | 0.185% | 0.17%  | 0.155% | 0.145% | 0.135%   | 0.125%   |
| \$500,000 -<br>\$999,999  | 0.195%  | 0.19%  | 0.18%  | 0.16%  | 0.14%  | 0.13%  | 0.115%   | 0.095%   |
| \$1,000,000 -<br>\$1,499,999                                    | 0.165%  | 0.155% | 0.14%  | 0.13%  | 0.12%  | 0.10%  | 0.085%   | 0.07%    |
| \$1,500,000+  | 0.11%   | 0.10%  | 0.09%  | 0.08%  | 0.075% | 0.07%  | 0.065%   | 0.06%    |

**Hypothetical Example Assumptions:**

- Advisory Fee: \$202.02
- Administration Fee: \$44.95
- GDC Rate: 100% less the Administration Fee
- Advisor Payout Rate: 85%

| Calculating TOS GDC and Commission |   |
|------------------------------------|---|
| <b>Step 1:</b>                     | (Advisory Fee) – (Administration Fee) = TOS GDC<br>\$202.02 - \$44.95 = \$157.07 TOS GDC (Net Wrap Fee) |
| <b>Step 2:</b>                     | TOS GDC x Advisor Payout Rate = GDC Commissions<br>\$157.07 x 85% = \$133.51 GDC Commissions            |

### 3. Variable Universal Life 6 TOS GDC and Trail GDC

#### RiverSource Variable Universal Life 6 (RiverSource Life Insurance Company) [VUL6]

##### Eligible for Sale/Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: February 21, 2019

##### GDC Overview:

##### TOS GDC (New Business)

- The GDC Rate is applied to the target premium to determine TOS GDC
- GDC paid on excess and renewal premiums is classified as TOS GDC
- Temporary flat extra ratings are not included in the target premium

##### Trail GDC (Client Service)

- The GDC Rate is set as a percentage of the cash value of the policy
- No Asset Based Compensation ("ABC") is paid on Option A
- Annual ABC Rate on Options B and C is paid quarterly
- For Options B and C, ABC is classified as Trail GDC
- If the policy includes the Accounting Value Increase Rider, Option D is the only available option
  - Option D is not available on a policy that does not include the Accounting Value Increase Rider

##### GDC Rates

| Option | TOS GDC Target Premium | TOS GDC Excess/Renewal Premium   | ABC Annual's   |
|--------|------------------------|--|--|
| A      | 90%                    | <ul style="list-style-type: none"><li>• 2.50% Excess Year 1</li><li>• 2.00% Years 2-10</li><li>• 0.00% Years 11+</li></ul>                           | 0.00% All Years  |
| B      | 80%                    | <ul style="list-style-type: none"><li>• 2.50% Excess Year 1</li><li>• 2.00% Years 2-30</li><li>• 0.00% Years 31+</li></ul>                           | 0.125% Year 2+   |
| C      | 35%                    | <ul style="list-style-type: none"><li>• 2.50% Excess Year 1</li><li>• 0.00% Years 2+</li></ul>   | <ul style="list-style-type: none"><li>• 1.00% Years 2-15</li><li>• 0.25% Years 16-30</li><li>• 0.00% Years 31+</li></ul> |
| D      | 45%                    | <ul style="list-style-type: none"><li>• 2.50% Excess Year 1</li><li>• 5.00% Years 2-5</li><li>• 3.75% Years 6-10</li><li>• 0.00% Years 11+</li></ul> | 0.00% All Years  |

##### Maximum Annualized GDC

- \$25,000

##### Advisor Payout Rates

- All GDC Rates are subject to the applicable Advisor Payout Rate

##### Compensation Timing

- Compensation is credited after the business is processed, which includes Ameriprise Financial having received payment by RiverSource Life Insurance Company & RiverSource Life Insurance Co. of New York for sale of the product(s)
- RiverSource Life Insurance Company & RiverSource Life Insurance Co. of New York will credit compensation when the policy is active and in force; under no circumstances is compensation paid on pending policies or on policies that are issued and not in force



#### 4. RiverSource 10 – 15 – 20 – 30-year Term Insurance (RiverSource Life Insurance Company)

##### Eligible for Sale/ Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: May 2, 2020

##### GDC Overview:

##### TOS GDC (New Business)

- The GDC Rate is set as a percentage of the first year premium, net of the \$70 policy fee and temporary flat extra premium (if applicable)

##### Trail GDC (Client Service)

- Not applicable

##### GDC Rates

| Term Type/All Rate Bands | RiverSource Life Insurance Company |                           | RiverSource Life Insurance Co. of New York |                           |
|--------------------------|------------------------------------|---------------------------|--|---------------------------|
|                          | TOS GDC                            | TOS GDC/Renewals Years 2+ | TOS GDC                                    | TOS GDC/Renewals Years 2+ |
| 10 Year Term             | 65%                                | N/A                       | 65%  | N/A                       |
| 15 Year Term             | 75%                                | N/A                       | 70%  | N/A                       |
| 20 Year Term             | 85%                                | N/A                       | 70%  | N/A                       |
| 30 Year Term             | 85%                                | N/A                       | 70%  | N/A                       |

##### Maximum Annualized GDC

- \$25,000

##### Advisor Payout Rates

- All GDC Rates are subject to the applicable Advisor Payout Rate

#### 5. Mutual Funds

##### Eligible for Sale/Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: September 7, 2010

##### GDC Overview:

##### TOS GDC (New Business)

- The TOS GDC Rate is based on the front-end sales load percentage relative to the client's rights of accumulation ("ROA") breakpoint achieved on qualifying fund assets within the client's primary household group; refer to the fund's prospectus or the share class analyzer for more information about breakpoints

##### Trail GDC (Client Service)

- 12b-1 Fees
  - 12b-1 fees are paid as a percentage of the average daily assets, according to the respective firm's schedule
  - 12b-1 fees are paid immediately or delayed for up to 13 months, based on the fund/share class
  - Mutual funds are capped at 25 basis points for all share classes, except for Class C and Class R which are not capped
  - Certain money market mutual funds are capped at 10 basis points on positions held in brokerage and are not paid on positions held in managed accounts

## 6. RiverSource RAVA Apex 7 Year and RAVA Apex NY 7 Year

### Eligible for Sale/Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: May 2, 2022

### GDC Overview:

#### TOS GDC (Base Commission)

- The base commission rate is determined and paid based upon the attained age of the oldest owner (oldest annuitant if the contract is owned by a trust or company, referred to as a non-natural owner) at the time the premium or add-on is received by the company
- Paid for purchase payments received in any contract year
- For purchase payments received after the issue date, the base commission rate is determined and paid based upon the attained age at the time the purchase payment is received

#### Trail GDC

- The trail commission rate is determined and paid based upon the issue age of the oldest owner (oldest annuitant if the contract is owned by a trust or company, referred to as a non-natural owner) and begins on/after the first anniversary of the issue date of the contract
- The annual rate is paid quarterly based upon the accumulation value (including earnings accrued) as of the calendar quarter end, less any premium payments received in the prior 12-months
- If there is an ownership change on an annuity contract, the trail commission rate is updated based upon the age of the oldest new owner when the change occurs (oldest annuitant if the contract is owned by a trust or company, referred to as a non-natural owner)

### TOS GDC (Base Commission) Rates

#### Attained Age 0-80

| Option | Base Commission |
|--------|-----------------|
| A      | 7.00%           |
| B      | 5.50%           |
| C      | 4.00%           |
| D      | 2.00%           |

#### Attained Age 81-85

| Option | Base Commission |
|--------|-----------------|
| A      | 3.50%           |
| B      | 2.75%           |
| C      | 2.00%           |
| D      | 1.00%           |

#### Attained Age 86+

| Option | Base Commission |
|--------|-----------------|
| A      | 1.750%          |
| B      | 1.375%          |
| C      | 1.000%          |
| D      | 0.75%           |

## Trail GDC Rates

### Issue Age 0-85

| Option | Trail in Contract Year 1 | Trail in Contract Year 2+ |
|--------|--------------------------|---------------------------|
| A      | 0.00%                    | 0.00%                     |
| B      | 0.00%                    | 0.25%                     |
| C      | 0.00%                    | 0.50%                     |
| D      | 0.00%                    | 1.00%                     |

### Issue Age 86+

| Option | Trail in Contract Year 1 | Trail in Contract Year 2+ |
|--------|--------------------------|---------------------------|
| A      | 0.00%                    | 0.00%                     |
| B      | 0.00%                    | 0.25%                     |
| C      | 0.00%                    | 0.50%                     |
| D      | 0.00%                    | 0.75%                     |

## Advisor Payout Rates

- All GDC Rates are subject to the applicable Advisor Payout Rate

## 7. Brokerage — Equities, Fixed Income and Options

### Eligible for Sale/Compensation

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- Effective Date: September 1, 2010

### GDC Overview:

#### TOS GDC (New Business)

- Paid at a GDC Rate of 100%, based on the client commission
- Paid on advisor-initiated transactions and client-initiated phone transactions on client commissions for Equities of \$75 or more
- Paid on advisor-initiated transactions and client-initiated phone transactions on client commissions for Fixed Income and Options of \$50 or more
- No compensation paid on client-initiated online/web transactions for Equities or Options
- No compensation paid on corporate office-initiated trades for Equities, Fixed Income or Options (e.g., legal orders, maintenance liquidations, etc.)

#### Trail GDC (Client Service)

- Not applicable

### GDC Rates

| Advisor Access Method                               | TOS GDC Rate              | Trail GDC |
|---|---------------------------|-----------|
| Customer Service Representative                     | 100% of client commission | N/A       |
| Advisor Trading via Online and EAL Quotes & Trading | 100% of client commission | N/A       |
| Client-Placed Phone Transactions                    | 100% of client commission | N/A       |

**Hypothetical Example Assumptions:**

- Client buys a stock with a client commission of \$100
- Product GDC Rate: 100%
- Advisor Payout Rate: 85%

| Calculating TOS GDC and Commission |  |
|------------------------------------|--|
| <b>Step 1:</b>                     | (Client Commission) X (Product GDC Rate) = TOS GDC (\$100) x 100% = \$100.00 TOS GDC<br>\$202.02 - \$44.95 = \$157.07 TOS GDC (Net Wrap Fee) |
| <b>Step 2:</b>                     | TOS GDC x Advisor Payout Rate = GDC Commissions<br>\$100.00 x 85% = \$85.00 GDC Commissions  |

**8. Nuveen Global Cities REIT****Eligible for Sale/Compensation**

- Compensation is paid on transactions after the product is eligible for sale, with applicable licensure and as approved in each state
- All transactions are subject to review by the Centralized Supervision Unit (“CSU”) and compensation paid to advisors may be reversed if a transaction is deemed unsuitable or if an offer of rescission is accepted
- Effective Date: July 11, 2019

**GDC Overview:****TOS GDC (New Business)**

- The TOS GDC is based on the dollar amount invested
- The offering includes TOS commissions

**Trail GDC (Client Service)**

- The offering includes an ongoing shareholder servicing fee which is based on the net asset value of the shares at month-end and is paid monthly
- Once the fund hits cap on distribution compensation, clients are converted into Class I shares
- Class I shares do not have a shareholder servicing fee

**GDC Rates (Upfront Selling Commission)**

| Amount of Investment  | Upfront Selling Commission |
|-----------------------|----------------------------|
| \$0 – \$149,999       | 2.0%                       |
| \$150,000 – \$499,999 | 1.5%                       |
| \$500,000 – \$999,999 | 1.0%                       |
| \$1,000,000+          | 0.5%                       |

**Trail GDC Rates**

| Trail Grid | GDC Rates | Trail Compensation Rates |
|------------|-----------|--------------------------|
| Year 1     | 0.85%     | 0.85%                    |
| Year 2     | 0.85%     | 0.85%                    |
| Year 3     | 0.85%     | 0.85%                    |
| Year 4     | 0.45%     | 0.45%                    |

Trail compensation is based upon the Net Asset Value (“NAV”) of Nuveen Global Cities REIT. As such, the time at which trail compensation is paid may fluctuate depending on changes to the NAV.

- For instance, if the NAV increases, trail compensation is paid more quickly than anticipated
- Advisors receive trail compensation until the total of the upfront compensation and trail compensation equals 5%
- For clients who received volume discounts, advisors receive compensation for a longer time frame

**Important Disclaimer**

This document does not create any contractual rights to a franchisee/independent contractor. Nor does this document create a contract of employment or a contract for any specific condition of employment or term between Ameriprise Financial Services, LLC and an employee or franchisee/independent contractor. The relationship between Ameriprise Financial Services, LLC and an employee is at-will, meaning either the company or the employee may terminate it at any time for any reason, with or without advance notice or progressive disciplinary action. Ameriprise Financial reserves the right to make changes or discontinue its benefits, compensation plans, policies and programs as it deems appropriate, and such changes may be implemented even if they have not been communicated in this (or by change to this) document or otherwise.

If this document refers to any company benefit program, it describes only certain highlights of the benefit program. It does not supersede the actual provisions of the applicable plan documents, which in all cases are the final authority. The applicable plan administrator has the sole authority and discretion in administration, determining eligibility and interpretation of the plans.

Ameriprise Financial Services, LLC takes reasonable efforts to ensure the accuracy of the contents of policy documents and in the administration of its policies and programs. Ameriprise Financial does not assume responsibility for consequential damages caused by administrative or clerical errors.

## EXHIBIT M

### LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement (the “Agreement”) is made as of [Date], by [Name of Advisor], an individual with primary place of business at [Advisor’s Office Address] (the “Borrower” or “Independent Advisor”), and Ameriprise Financial Services, LLC, a Delaware limited liability company headquartered at 707 2<sup>nd</sup> Avenue South, 55 Ameriprise Financial Center, Minneapolis, MN 55474 (the “Lender” or “Ameriprise”).

WHEREAS, Borrower requires funds in the amount of \$[Amount of Loan] (the “Original Principal Amount”) for [ongoing capital and liquidity needs]<sup>1</sup> arising from the operation of Borrower’s Independent Financial Advisor Business (as defined in the Franchise Agreement) (the “Business Need”);

WHEREAS, Borrower is a registered representative and independent franchisee advisor of the Lender, as further set forth and defined in the governing Independent Advisor Business Franchise Agreement, between Lender and Borrower (the “Franchise Agreement”); and

WHEREAS, Lender desires to lend and Borrower desires to borrow funds needed to finance the Business Need; and

NOW, THEREFORE, in consideration of their mutual covenants herein contained, Borrower and Lender, the parties hereto to this Agreement, intending to be legally bound, hereby mutually covenant and agree as follows:

**1. DEFINITIONS.** All capitalized terms used in this Agreement that are not defined herein have the same meaning used in the Franchise Agreement.

#### **2. LOAN.**

- (a) Subject to the terms and conditions of this Agreement and in reliance upon the Borrower’s representations and warranties, Lender hereby agrees to make the Loan to Borrower on or about [Date], 202x in the principal amount of \$[XXX] (the “Loan”). The Loan will be funded by Lender upon satisfaction of the conditions described in Section 7 of this Agreement.
- (b) The Loan shall have a repayment term of [ten (10) years] (the “Repayment Term”). Except as otherwise agreed to in writing by the parties hereto, Loan payments will be paid on or prior to the last day of each month beginning in [Month after Loan is made] 202x, provided that if the last day of a month is not a business day, the Loan payment may be paid on the next succeeding business day in accordance with Section 3(a). From the date hereof through the date that is five years following the date the initial payment is due (the “Initial Rate Period”), the Loan shall have a fixed rate of interest of [X]% percent of the unpaid principal balance (the “Initial Rate”) and Loan Payments will be made in equal monthly installments of \$[XXX]. Thereafter, the Loan shall have a fixed rate of interest equal to the lower of (x) the Initial Rate or (y) 5-Year Treasury (as defined below) as of the last business day of the month prior to the end of the Initial Rate Period plus [2.0% for internal acq. or 1.0% for external acq.] (the “Recalculated Rate”). The term “5-Year Treasury” shall mean the 5 Year Daily Treasury Par Yield Curve CMT Rate reported on <https://home.treasury.gov>. If <https://home.treasury.gov> ceases to report the 5 Year Daily Treasury Par Yield Curve CMT Rate, 5-Year Treasury will be a comparable interest rate designated by the Lender to replace 5-Year Treasury.. Lender will notify Borrower of the Recalculated Rate and revised Loan payment amounts. Borrower will become obligated to repay the Loan pursuant to the terms of this Agreement upon Lender’s delivery of the proceeds of the Loan to Borrower.

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<sup>1</sup> Where loan is for an acquisition a number of different changes will be made – including changing Business Need references to Acquired Practice in Section 4. This definition can be more narrowly tailored if desired.



- (c) Borrower agrees that Lender shall have the right to set off any amounts owed by Borrower pursuant to this Agreement against any future compensation payable to Borrower by Lender.

### 3. PAYMENT TERMS.

- (a) Principal and Accrued Interest. Borrower shall repay the principal balance of the Loan and the accrued interest thereon to Lender in accordance with Section 2 above. All payments in respect of the principal amount of the Loan shall include payment of accrued interest on the principal amount being repaid or prepaid, and all such payments shall be applied to the payment of interest before application to principal. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a business day, such payment shall be made on the next succeeding business day and such extension of time will be included in the computation of the payment of interest hereunder. All payments by Borrower will be made in same day funds, without defense, setoff or counterclaim, free of any restriction or condition.
- (b) Promissory Note. Borrower will execute and deliver to Lender a promissory note ("Note") substantially in the form of Schedule A hereto in order to evidence the Loan.
- (c) Pre-payment. Borrower may prepay the Loan in whole or part at any time, subject to Section 10. If Borrower prepays the Loan in whole prior to the third anniversary of the date of this Agreement, Borrower will make an additional make-whole payment equal to 2% of the Original Principal Amount. For any partial prepayment, Lender shall apply any excess amounts to the outstanding principal balance after application to the current monthly payment amount(s) due. Borrower shall continue to make in full, regularly scheduled monthly payments following any partial prepayment until all Borrower's obligations under this Agreement are fully paid. If Borrower prepays the Loan in full prior to [Last day of the final month of repayment], all provisions of this Agreement will remain in place until [Last day of the final month of repayment], excepting those provisions which by their terms survive until the end of the Restricted Period (including without limitation provisions relating to Liquidated Damages as defined in Section 10(c) below).
- (d) Obligations After Repayment. Borrower agrees that Liquidated Damages will be payable pursuant to Section 10(c) hereof in the event that Borrower terminates Borrower's Franchise Agreement or ceases to be a registered representative of Lender at any time during the Restricted Period.

**4. GRANT OF SECURITY INTEREST.** For the purpose of securing repayment of the Loan, Borrower hereby assigns and grants to Lender a security interest in the following together with any and all proceeds therefrom:

- (a) All of (i) the intangible and tangible assets of Borrower's Independent Financial Advisor Business (as defined in the Franchise Agreement) and/or of any direct or indirect interest in the Franchise Agreement (including, without limitation, client lists, accounts receivable, client accounts, goodwill, books and records and equity) associated with Borrower's Independent Financial Advisor Business (both existing and any new business Borrower acquires or gains with Loan proceeds, the "Business") and (ii) Borrower's right, title, and interest in any sums received or to be received whether now owing or hereafter arising from any future employer or other party which provides Borrower with any form of compensation or contingent compensation commonly referred to as a forgivable loan, loan, bonus, up-front loan, transitional compensation, transitional loan, recruiting bonus, promissory note amount, or account (as defined in Article 9 of the applicable Uniform Commercial Code ("UCC")) or any other sum or payment of every nature, type or

<sup>2</sup> Include Section 10(c)(iii) only if the loan is being used to fund an internal acquisition.

description granted or provided to Borrower or for Borrower's benefit as a result of accepting employment or other arrangement with such employer or party. The assets described in Sections 4 are referred to collectively herein as the "Collateral"; and

- (b) Borrower agrees to execute one or more financing statements in a form satisfactory to Lender at the request of Lender, including, but not limited to, control agreements as defined in the UCC in such form and containing such terms and conditions as Lender shall require. Without Lender's written consent, Borrower will not allow any financing statement covering the Collateral, or the proceeds thereof to be on file in any public office. Borrower also authorizes Lender (i) to file all documents, including, without limitation, a UCC financing statement, in such offices or with such parties as Lender deems necessary or appropriate to perfect such security interest, and (ii) to notify such employer or other party of the assignment and security interest granted herein and to require that such employer or other party pay all amounts subject to the assignment and security interest described herein directly to Ameriprise whether or not is in default under the terms of this Agreement. Borrower also agrees to perform any further acts and to sign and deliver to Lender any additional assurances and instruments that Lender may require to more completely vest in and assure to Lender its rights under this Agreement.

**5. BORROWER'S REPRESENTATIONS AND WARRANTIES.** In order to induce Lender to enter into this Agreement and to make the Loan, Borrower represents and warrants to Lender, as follows:

- (a) Borrower has all requisite power and authority to own and operate Borrower's properties, to carry on Borrower's business as now conducted, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby.
- (b) The execution, delivery and performance by Borrower of this Agreement and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any provision of any law or any governmental rule or regulation applicable to Borrower or any order, judgment or decree of any court or other governmental authority binding on Borrower, (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any other contractual obligation of Borrower, (iii) result in or require the creation or imposition of any lien upon any of the properties or assets of Borrower (other than any liens created in favor of Lender under this Agreement).
- (c) Borrower has good and marketable title to the Collateral. Except as permitted by this Agreement, the Collateral is free and clear of liens.
- (d) Subject to the terms of the Franchise Agreement, Borrower has the authority to pledge the Collateral pursuant to the terms of this Agreement, and Borrower's title to the Collateral is free and clear of any adverse claims, liens, security interests, or encumbrances. Borrower will continue to own the Collateral pledged under this Agreement at all times during the course of this Agreement.
- (e) There are no Proceedings (at law or in equity, or before or by any court or other governmental authority) that are pending or, to the knowledge of Borrower, threatened against or affecting Borrower. Borrower is not in violation of any laws applicable to the Business or the Franchise Agreement.
- (f) All federal and all other material tax returns and reports of Borrower required to be filed have been timely filed, and all taxes shown on such tax returns to be due and payable and all material assessments, fees and other governmental charges upon Borrower and Borrower's properties, assets, income, businesses and franchises that are due and payable have been paid when due and payable.
- (g) No part of the proceeds of the Loan will be used for the purpose, directly or indirectly, of buying or carrying any margin stock (within the meaning of Regulation T, U or X).

- (h) No representation or warranty of Borrower contained in this Agreement, or in any other document, certificate or written statement furnished to Lender (including any materials about the Business Need) by or on behalf of Borrower for use in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which the same were made.

**6. BORROWER'S COVENANTS.** Borrower covenants and agrees that, during the Repayment Term or as specifically noted below, unless Lender shall otherwise give consent, Borrower shall perform the following covenants:

- (a) Performance. In the event any amounts due and payable under this Agreement are more than thirty (30) days past due, Borrower consents to Lender reserving the right to set off and deduct from Borrower's advisor compensation (including deferred compensation) any such amounts and to thereafter continue deducting any subsequent payments against advisor compensation (including deferred compensation), whether current or in arrears.
- (b) Compliance Requirements. Borrower shall comply in all material respects with laws applicable to Borrower, the Franchise Agreement and all Lender's policies and procedures applicable to Borrower, including but not limited to the Lender's Global Code of Conduct. In the event Borrower receives written or oral notice from Lender that Borrower is not in compliance with the requirements of the preceding sentence, then Borrower shall use Borrower's immediate and best efforts to cure such compliance violation and, in the event Borrower has not received a written statement from Lender within thirty (30) days of knowledge or notice to the effect that Lender is satisfied with the Borrower's cure of the violation, it shall be a default as described immediately below and Lender shall have the right to enforce any remedy described herein.
- (c) Franchise Agreement. Borrower agrees to remain affiliated as a registered representative of Lender and agrees to not terminate the Franchise Agreement for a period of three (3) years from the date hereof.
- (d) Documentation. Lender is making the Loan under this Agreement and the Note based on the documents and information submitted during the application process. Borrower must present Lender with final copies of all requested documents, including any documents related to the Business Need promptly upon request, and notify Lender of any subsequent changes to such documents.
- (e) Use of Proceeds. Borrower shall use the proceeds of the Loan solely to fund the Business Need. No portion of the Loan shall be used by Borrower in any manner that might cause the borrowing or the application of such proceeds to violate Regulation U, Regulation T or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation of such Board or to violate the Exchange Act, in each case as in effect on the date or dates of the Loan.
- (f) Adverse Liens. Subject to the terms of the Franchise Agreement, Borrower will keep the Collateral free from any adverse lien, security interest, or encumbrance and will not sell, offer to sell, transfer, waste or destroy the Collateral or any part of them. Borrower will not use or permit anyone to use the Collateral in violation of any statute, ordinance, or state or federal regulation or in violation of the Franchise Agreement. Lender may examine and inspect the Collateral at any time, wherever located.
- (g) Transfer of Interest. Borrower shall not Transfer (as defined in the Franchise Agreement) any interests in the Independent Financial Advisor Business exceeding [5.00%] (in the aggregate across multiple Transfers) of the total gross dealer concessions generated by

<sup>2</sup> Include Section 10(c)(iii) only if the loan is being used to fund an internal acquisition.

Borrower during the 26 service periods immediately preceding the Transfer without the express prior written consent of Lender.

- (h) Taxes and Assessments. During the Repayment Term, Borrower will promptly pay, when due, all taxes and assessments upon the Collateral or for its use or operation, or upon this Agreement or the Note.
- (i) Asset Sales. Except as specifically addressed in Section 6(g) of this Agreement, Borrower shall not convey, sell, lease or sub-lease, transfer or otherwise dispose of, directly or indirectly, in one transaction or a series of transactions, any property or asset of the Business (including client accounts or rights therein) whether now owned or hereafter acquired, without express written consent from Lender.
- (j) Confidentiality. At all times from and after the date of this Agreement, Borrower will keep in strict confidence the terms and existence of this Agreement, including without limitation (a) any and all details related to the discussions or negotiations between Borrower and Lender in connection with the transactions contemplated by this Agreement and (b) any of the terms, conditions or other facts with respect to the transactions contemplated by this Agreement. Subject to the following sentence, Borrower understands Borrower may not disclose confidential information to any person without the express written consent of an officer of Lender, even if such person is one of Borrower's employees, independent contractors, agents, consultants or external advisors (collectively, "Representatives"); provided, however, that if disclosure is allowed Borrower shall make Borrower's Representatives aware of the confidential nature of the information and shall be responsible for any breach of the confidentiality obligations set forth in this Section 6(i) by its Representatives; provided further for the avoidance of doubt, that Borrower will not share such information with any other financial advisor of Ameriprise or any employees or independent contractors of such financial advisors. In addition, nothing in this Agreement shall prohibit either party from disclosing such information in connection with an order, decree, subpoena or other validly issued judicial, regulatory or administrative request. Each party agrees that to the fullest extent permitted by applicable law, such party will be entitled to seek injunctive relief from a court or FINRA arbitration should the other party violate this confidentiality provision. Borrower recognizes that Lender's remedies solely at law may be inadequate and difficult and inconvenient to quantify.

**7. CONDITIONS TO FUNDING OF LOAN.** This Agreement will become effective, and funding of the Loan will occur, subject to prior or concurrent satisfaction of the conditions that Borrower will deliver to Lender executed original copies of this Agreement upon Borrower's request.

**8. LENDER'S RIGHT TO PAY TAXES.** At its option, Lender may discharge taxes, liens or security interests, or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. No such payments shall relieve Borrower's obligations to make payments or perform maintenance, nor shall they constitute a waiver of any default hereunder.

**9. DEFAULT.** If one or more of the following events ("Events of Default") occurs:

- (a) Borrower fails to make a regular monthly payment or fails to pay any fee or other amount due as and when due;
- (b) Borrower fails to observe or perform any covenant or agreement contained in this Agreement;
- (c) any representation, warranty, certification or statement made by Borrower in this Agreement or in any certificate, financial statement or other document delivered pursuant

to this Agreement, including but not limited to those supplied during the application process, was incorrect in any material respect when made or deemed made;

- (d) the death or disability of Borrower;
- (e) the dissolution, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower, and any such event described in this clause (e) shall continue for sixty (60) days unless dismissed, bonded or discharged;
- (f) the termination of Borrower as an independent advisor of Lender, whether initiated by Borrower or Lender, for whatever reason; or
- (g) Borrower's failure to make any payment when due, or any other default or breach by Borrower of any material term, covenant, warranty or undertaking, in each case, under or with respect to the Note, the Franchise Agreement, or any other agreement to which the Borrower and Lender (or an affiliate of Lender) are parties.

THEN, Borrower will be considered in default of this Agreement and Lender shall be entitled to exercise any or all of the remedies as set forth in Section 10 of this Agreement, as well as any remedies available under the Franchise Agreement or at law or in equity.

#### **10. REMEDIES UPON EVENT OF DEFAULT.**

- (a) In addition to any other remedies set forth in this Agreement or available to Lender under the Franchise Agreement or through equity or law, in the case of any of the Events of Default specified above, Lender may by notice in writing to the Borrower declare all of Borrower's outstanding principal (together with accrued interest thereon) under the Loan to be due and payable within two (2) days of the notice without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Borrower.
- (b) In the case of an Event of Default arising under Section 9(f) where such termination involves any type of affiliation or registration with any competitor, broker-dealer or investment advisor during the Restricted Period, or under Section 9(b) by reason of Borrower's violation of Section 6(c) or Section 11, or under Section 3(d) where such termination involves any type of affiliation or registration with any competitor, broker-dealer or investment advisor during the Restricted Period, in addition to any other remedies set forth in this Agreement or available to Lender under the Franchise Agreement, at law or in equity, and as allowable by law, the interest rate effective for the period prior to the default shall convert to a rate equal to the Initial Rate plus 5% per annum (the "Default Interest Rate"), and all payments previously made hereunder shall be recalculated using the Default Interest Rate (this recalculation may result in a change to the outstanding principal and interest, provided however that this recalculation shall never result in a decrease in payments due). In the case of any Event of Default, the interest rate effective for the period beginning the date of the Event of Default shall convert to the Default Interest Rate. Any amounts due under this Section 10(b) (the "Default Interest") are contemplated by the parties to account for the reduction in value of the Loan as an asset held by Ameriprise and fall within the range of actual damages that the parties could have anticipated would flow from such a default, and the parties acknowledge that such an increase in the interest rate is a common method of recouping the type of loss incurred by a lender upon a borrower's default.
- (c) (i) In the case of an Event of Default arising under Section 9(f) where such termination involves any type of affiliation or registration with any competitor, broker-dealer or

<sup>2</sup> Include Section 10(c)(iii) only if the loan is being used to fund an internal acquisition.

investment advisor during the Restricted Period, or under Section 9(b) by reason of Borrower's violation of Section 6(c) or Section 11, or under Section 3(d) where such termination involves any type of affiliation or registration with any competitor, broker-dealer or investment advisor during the Restricted Period, in addition to any other remedies set forth in this Agreement or available to Lender under the Franchise Agreement, at law or in equity, and as allowable by law, Borrower shall pay to Lender liquidated damages without any offset or reduction for interest already paid ("Liquidated Damages"), calculated as a percentage of the Original Principal Amount based on when the Event of Default occurs, as follows:

| Date of Event of Default            | Percentage of Original Principal Amount to be paid as Liquidated Damages |
|-------------------------------------|--|
| 0-36 months after the date hereof   | 55%  |
| 37-60 months after the date hereof  | 45%  |
| 61-84 months after the date hereof  | 35%  |
| 85-120 months after the date hereof | 25%  |
| 121+ months after the date hereof   | 0%   |

- (i) Such Liquidated Damages shall be in addition to any Default Interest.
- (ii) Borrower acknowledges that:
  - (A) Ameriprise is making these funds available to Independent Advisor for and in reliance on Independent Advisor's stated intention to stay at Ameriprise and grow Independent Advisor's practice at Ameriprise;
  - (B) The Loan inures to the benefit of Independent Advisor by providing liquidity and access to funds on terms that are overall more favorable than Investment Advisor was able to find from any other source;
  - (C) If Independent Advisor should terminate Independent Advisor's relationship with Ameriprise before the end of the Restricted Period, such termination would cause Ameriprise irreparable harm and result in damages in addition to the financial harm suffered by Ameriprise in connection with such termination due to the unique investments and efforts Ameriprise has made to grow the Independent Advisor's practice;
  - (D) Independent Advisor further acknowledges that this Agreement is the most recent example of the unique benefits and support Ameriprise has provided to grow Independent Advisor's practice during the term of the Franchise Agreement at the cost of significant risk and potential adverse and negative impacts to Ameriprise.
- (iii)<sup>2</sup> Borrower further acknowledges Ameriprise has incurred significant additional risk by consenting to Borrower's acquisition of all or part of another Ameriprise practice and providing the Loan as funding for such acquisition, due to the inherent risks of consolidating multiple practices under a single franchise operator, including but not limited to the death, disability, regulatory suspension or bar, negative public activities or other work-related or non-work-related misconduct, or departure of the franchise operator. In addition, by consenting to the aforementioned internal practice acquisition and consolidating multiple practices under a single franchise operator, Ameriprise incurred the risk of lost income due to the progressive structure of Ameriprise's compensation and fee

<sup>2</sup> Note to Draft: Include Section 10(c)(iii) only if the loan is being used to fund an internal acquisition.



schedules. Ameriprise conditioned its consent to the aforementioned internal practice acquisition based in part on Ameriprise's reasonable expectations that the risks and loss of compensation identified above would be offset in part by additional compensation Ameriprise would receive as Borrower grows Borrower's Independent Financial Advisor Business over an extended period through both organic growth and external franchise practice acquisitions and implements improved practice management techniques.

- (d) In the case of an Event of Default, to the extent permitted by law, Borrower authorizes Lender to place pend status on, restrict transfers, hold as security, or subject to a lien any property, securities, or funds in which Borrower has a direct or indirect interest that are held in any brokerage, deposit, or other account at Lender or its affiliates, including but not limited to any cash management account (other than deferred compensation as defined in Section 409A of the Internal Revenue Code and any related regulations and guidance, as the same may be amended from time to time) (collectively, the "Accounts"). If Borrower's repayment obligations are not satisfied in full when due, Lender shall be entitled, to the extent permitted by law, to liquidate any of Borrower's Accounts and use the proceeds to set off any amounts owed. This right to set off and the right in Section 12(f) are cumulative and not exclusive of any rights or remedies provided by law or otherwise.
- (e) If Borrower fails to make a regular monthly payment when due, Borrower shall pay to Lender an additional late payment fee equal to 2% of the regular monthly payment amount.

**11. NON-COMPETITION COVENANTS.** In recognition of and in consideration for the Loan Agreement, Borrower covenants that during the Restricted Period (as defined below):

- (a) Borrower shall not, either directly or indirectly, for Borrower's self, or through, on behalf of, or in conjunction with any person or entity:
  - (i) establish, engage or operate a business competing with Lender or its affiliates within a 100 mile radius of the current location of Borrower's franchise advisor business;
  - (ii) encourage, induce, or attempt to encourage or induce any client that Borrower contacted, serviced or learned about while operating under the Franchise Agreement to terminate an agreement with Lender, Lender's affiliates, Issuers, or any other financial advisor of Lender;
  - (iii) encourage, induce, or attempt to encourage or induce any client that Borrower contacted, serviced or learned about while operating under the Franchise Agreement, to terminate, surrender, redeem, or cancel any action related to products or services acquired or ordered from or through Lender, Lender's affiliates, Issuers, or any other financial advisor of Lender, except as provided in Lender's compliance manuals or with Lender's written approval and consent;
  - (iv) solicit any clients that Borrower contacted, serviced or learned about while operating under the Franchise Agreement for the purpose of the client opening an account other than a Lender account, purchasing investment, financial, or insurance products or services, purchasing any product or service, the type of which is offered by Lender, or purchasing any investment, financial or insurance products or services other than through Lender; or
  - (v) encourage, induce, or attempt to encourage or induce or otherwise solicit any person who is at that time employed, associated or affiliated with Lender or its affiliates as an employee, independent contractor or agent to terminate their employment, association or other affiliation with Lender or its affiliates.

<sup>2</sup> Include Section 10(c)(iii) only if the loan is being used to fund an internal acquisition.

- (b) Borrower will not disparage, during the term of the Franchise Agreement or thereafter, Lender, its affiliates, employees, advisors, or the products and services offered by Lender and its affiliates. For purposes of this Section, an "Issuer" is a company or entity that issues products or services distributed or offered by Lender, Lender's affiliates, or Lender as the agent of another company.
- (c) Borrower agrees that to the fullest extent permitted by applicable law, Lender will be entitled to injunctive relief from a court or FINRA arbitration should Borrower violate any of the covenants in this Agreement. Borrower recognizes that Lender's remedies solely at law will be inadequate, that Lender will be irreparably harmed by violations of the provisions in this Agreement, and thus that Lender will be entitled to injunctive relief to prevent future violations of the provisions in this Agreement until a full and final resolution of any dispute may be had on the merits. Lender has the right to seek such injunctive relief in a court of competent jurisdiction, which relief shall extend until, and if, a decision on the merits of the same issue is rendered by a FINRA arbitration panel. Such election by Lender to seek judicial relief shall not waive any rights Lender may have to arbitrate disputes arising under this Agreement, including rights to obtain damages from Borrower in arbitration for violations of this Agreement.
- (d) In addition to any other remedies set forth in this Agreement or available to Lender under the Franchise Agreement or through equity or law, Borrower shall pay Liquidated Damages to Lender pursuant to Section 10(c) if Borrower joins a competing broker dealer as an employee, consultant, or independent contractor, or in any capacity substantially similar to Borrower's current role with Lender in violation of Section 11(a).

The "Restricted Period" shall mean the Repayment Term plus two (2) years, regardless of any prepayment of the Loan. If any existing or future law renders the duration of the Restricted Period impermissible for any reason, Borrower and Lender agree that the Restricted Period shall be reduced in length to the maximum duration allowable by law.

## 12. MISCELLANEOUS.

- (a) Amendment and Waiver. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Lender.
- (b) No Waivers. No failure or delay by the Lender in exercising any right, power or privilege hereunder or under any Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- (c) Notices. Any demand upon or notice to Borrower that Lender may give shall be effective when addressed and mailed to Borrower's address shown at the beginning of this Agreement or such other address that Borrower may notify Lender of in writing.
- (d) Expenses. Borrower agrees to pay Lender all costs incurred in the enforcement of this Agreement, whether or not an action is brought. The costs shall include, but are not limited to, reasonable attorney's fees for collection efforts before commencing any legal proceeding, in arbitration, at trial, and on appeal. If a suit or action is filed, or if arbitration is commenced, the amount of such reasonable attorney's fees shall be fixed by the arbitrator or court(s) in which the matter is tried, heard, or decided, including any petition or appeal thereon.

- (e) Indemnification. Borrower shall indemnify the Lender against any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution and delivery of this Agreement or the Note. Borrower agrees to indemnify the Lender and hold the Lender harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel for the Lender in connection with any investigative, administrative or judicial proceeding, whether or not the Lender shall be designated a party thereto) which may be incurred by the Lender relating to or arising out of the use or proposed use of proceeds of the Loan hereunder; provided, that the Lender shall not have the right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction and should the Lender agree to settle any such proceeding without the prior written consent of the Borrower the Lender shall not be entitled to be indemnified with respect to such proceeding.
- (f) Set-Off. Borrower agrees that Lender shall have the right to set-off any amount owed by Borrower under this Agreement against any advisor compensation (including deferred compensation, bonuses or other payments) payable to Borrower by Lender.
- (g) New York Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.
- (h) Release. In exchange for the substantial benefits and consideration described in this Agreement as well as benefits and considerations under the Franchise Agreement, Borrower releases and discharges Lender and its related entities and affiliates, as well as respective current and former directors, officers, employees, agents, successors or assigns, as well as all employee benefit plans of Lender, from any and all actions, causes of action, claims, allegations, demands, rights, obligations, liabilities, grievances or charges, whether known or unknown, that Borrower has asserted or could have asserted against Lender based upon any act or omission from the beginning of time to date. In consideration of the provisions of this Agreement, Borrower further agrees to waive any and all rights under laws of any jurisdiction in the United States or any other country that limits a release to claims against Lender, known, or suspected to exist in Borrower's favor as of the date of execution of this Agreement.
- (i) FINRA Arbitration. Borrower agrees that any dispute arising between the parties to this Agreement (including but not limited to those arising from an Event of Default) shall be subject to arbitration pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes. To the extent any dispute is arbitrated pursuant to the FINRA Code of Arbitration Procedure for Industry Disputes, Independent Advisor agrees to expedite such arbitration and hearing on this Agreement, the Loan and the Note to the fullest extent possible pursuant to the applicable Code of Arbitration Procedures. In the event of an Event of Default, Borrower hereby irrevocably authorizes and empowers FINRA to enter an award against Borrower on an expedited basis and in favor of Lender, its representatives and assigns, for which this Agreement, or a true copy hereof, shall be a sufficient warrant, at any time or times after default, and as any term, for the whole or any part of said amounts, with or without declaration, with collection fees and costs of suit, without stay of execution, and with attorney's fees and costs. The authority herein granted to enter the award shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until full payment of all said amounts. Borrower hereby waives and releases all errors, defects, imperfections, appeals and any stay of execution in any proceedings instituted by Lender under this Agreement. Borrower waives the benefit of any laws or rules of court now or hereafter in effect relating to exemption, appraisal, stay of execution, or other relief from the entry of an award.

- (j) Notification and Request to Subsequent Employer. In the event that Borrower becomes employed or affiliated with a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor after an Event of Default or while any amounts are still outstanding on this Loan, Borrower agrees to promptly inform such subsequent employer, associated firm, broker-dealer or registered investment advisor of the outstanding Loan amount due and consents to permit Lender to also inform Borrower's new employer, associated firm, broker-dealer or Registered Investment Advisor of the outstanding debt and Loan. In the case of an Event of Default, Borrower grants to Lender a limited power of attorney to act on Borrower's behalf to make a legally enforceable request to any subsequent employer, associated firm, broker-dealer or registered investment advisor who may provide to Borrower a subsequent bonus or loan for payment of such bonus or loan in full or in part to Lender in amounts sufficient to satisfy any outstanding Loan amounts (including application of the applicable Default Interest Rate or payment of Liquidated Damages). Borrower also agrees that any subsequent bonus or loan from a subsequent employer, associated firm, broker-dealer or Registered Investment Advisor may be subject to a lien for the discharge of any indebtedness or obligations under this Agreement.
- (j) Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights under this Agreement. Lender may freely assign this Agreement to any affiliate without prior notice to Borrower.
- (k) Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts (including in PDF format), each of which shall be an original, and all of which taken together shall constitute a single agreement, with the same effect as if the signatures were upon the same instrument.
- (l) Severability. If any portion of this Agreement is prohibited or held to be unenforceable, then only that portion is void and not the entire Agreement.
- (m) Conflicts. If any term in this Agreement should conflict with any term in the Franchise Agreement between Borrower and Lender, then the terms of the Franchise Agreement shall prevail unless specifically stated otherwise herein.
- (n) Entire Agreement. Subject to the Franchise Agreement, this Agreement embodies the entire Agreement between Lender and Borrower and supersedes all prior agreements and understandings relating to the Loan.
- (o) Supremacy Clause. In the event of any conflict between the terms of this Agreement and any other agreement between Borrower and Lender, the terms of this Agreement shall control.

**13. TERMINATION OF AGREEMENT.** This Agreement shall terminate immediately, except for those terms which by their nature are intended to survive, on [Last day of the final month of repayment] provided Borrower has made full payment of the Loan together with any interest and other costs and fees provided for in this Agreement or the Note.

[ADVISOR NAME]

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**AMERIPRISE FINANCIAL SERVICES,  
LLC**

By: \_\_\_\_\_  
Name:  
Title:

SAMPLE

# **EXHIBIT N**

## **FINANCIAL STATEMENTS**

Ameriprise Financial Services, LLC as of and for the  
Years Ended December 31, 2024, 2023 and 2022  
with Reports of Independent Registered Public Accounting Firm



FINANCIAL STATEMENTS AND  
SUPPLEMENTAL INFORMATION

Ameriprise Financial Services, LLC

SEC File Number: 8-16791

As of and for the Years Ended December 31, 2024, 2023, and 2022.

With Reports of Independent Registered Public Accounting Firm Required by SEC Rule 17a-5.

This report is deemed confidential in accordance with rule 17a-5(e)(3) under the Securities Exchange Act of 1934. A Statement of Financial Condition and Report of Independent Registered Public Accounting Firm, bound separately, has been filed with the U.S. Securities and Exchange simultaneously as a Public Document.

Ameriprise Financial Services, LLC  
Financial Statements and Supplemental Information  
Confidential Treatment Requested  
Years ended December 31, 2024, 2023, and 2022

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March 25, 2025

Ameriprise Financial Services, LLC

We agree to the inclusion in the Franchise Disclosure Document dated March 25, 2025 issued by Ameriprise Financial Services, LLC ("the Franchisor") of our report dated February 20, 2025 relating to the financial statements of the Franchisor as of December 31, 2024, 2023, and 2022 and for each of the three years in the period then ended.

Price waterhouse Coopers LLP



## **Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholder of Ameriprise Financial Services, LLC

### ***Opinion on the Financial Statements***

We have audited the accompanying Statements of Financial Condition of Ameriprise Financial Services, LLC (the "Company") as of December 31, 2024, 2023, and 2022, and the related Statements of Operations, of Changes in Member's Equity, of Changes in Liabilities Subordinated to the Claims of General Creditors and of Cash Flows for the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, 2023, and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in conformity with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

*Price Waterhouse Coopers LLP*

February 20, 2025

We have served as the Company's auditor since 2010.

Ameriprise Financial Services, LLC  
Statements of Financial Condition  
Confidential Treatment Requested

December 31,  
(In thousands)

|  | <u>2024</u>         | <u>2023</u>         | <u>2022</u>         |
|--|---------------------|---------------------|---------------------|
| Assets   |                     |                     |                     |
| Cash and cash equivalents  | \$ 789,626          | \$ 758,554          | \$ 676,860          |
| Cash segregated under federal and other regulations  | 9,948               | 31,307              | 32,477              |
| Receivables:   |                     |                     |                     |
| Fees due from affiliates   | 132,537             | 105,479             | 96,084              |
| Financial advisors and employees (net of allowance for credit losses of \$1,233 in 2024, \$1,305 in 2023, and \$700 in 2022) | 5,763               | 7,531               | 2,596               |
| Distribution fees and other (net of allowance for credit losses of \$4,096 in 2024, \$2,490 in 2023, and \$3,241 in 2022)    | 90,532              | 77,856              | 75,573              |
| Secured demand note receivable from Parent   | 200,000             | 200,000             | 200,000             |
| Goodwill   | 173,918             | 173,918             | 173,918             |
| Intangibles (net of accumulated amortization of \$216,291 in 2024, \$175,122 in 2023, and \$143,265 in 2022)                 | 182,646             | 194,357             | 72,889              |
| Prepaid commissions  | 149,003             | 136,385             | 130,414             |
| Other assets   | 90,460              | 75,606              | 68,086              |
| Total assets   | <u>\$ 1,824,433</u> | <u>\$ 1,760,993</u> | <u>\$ 1,528,897</u> |
| Liabilities and Member's Equity  |                     |                     |                     |
| Liabilities:   |                     |                     |                     |
| Accounts payable, accrued expenses and unearned revenue:   |                     |                     |                     |
| Due to affiliates  | \$ 160,099          | \$ 149,288          | \$ 158,361          |
| Field force compensation   | 261,631             | 264,503             | 278,360             |
| Salaries and employee benefits   | 242,582             | 203,518             | 167,580             |
| Unearned revenue   | 181,502             | 168,280             | 159,715             |
| Other liabilities  | 147,980             | 200,346             | 144,144             |
| Total accounts payable, accrued expenses and unearned revenue  | <u>993,794</u>      | <u>985,935</u>      | <u>908,160</u>      |
| Liabilities subordinated to the claims of general creditors  | 200,000             | 200,000             | 200,000             |
| Total Liabilities  | <u>1,193,794</u>    | <u>1,185,935</u>    | <u>1,108,160</u>    |
| Commitments and contingencies (see Note 10)  |                     |                     |                     |
| Member's equity:   | 630,639             | 575,058             | 420,737             |
| Total liabilities and Member's Equity  | <u>\$ 1,824,433</u> | <u>\$ 1,760,993</u> | <u>\$ 1,528,897</u> |

*The accompanying notes are an integral part of these financial statements.*

# Ameriprise Financial Services, LLC

## Statements of Operations Confidential Treatment Requested

Years ended December 31,  
(In thousands)

|   | <u>2024</u>         | <u>2023</u>       | <u>2022</u>       |
|---|---------------------|-------------------|-------------------|
| Revenues:                                     |                     |                   |                   |
| Advice services and retail brokerage fees     | \$ 6,436,515        | \$ 5,367,601      | \$ 5,175,277      |
| Distribution fees from affiliates             | 1,073,834           | 1,009,158         | 991,347           |
| Distribution fees from unaffiliated companies | 634,803             | 535,136           | 519,832           |
| Other income                                  | 212,705             | 194,935           | 174,404           |
| Investment income (loss), net                 | 34,864              | 22,481            | (336)             |
| Total revenues                                | <u>8,392,721</u>    | <u>7,129,311</u>  | <u>6,860,524</u>  |
| Expenses:                                     |                     |                   |                   |
| Commissions                                   | \$ 5,577,695        | \$ 4,674,853      | \$ 4,554,058      |
| Service fees charged by Parent and affiliates | 483,562             | 483,207           | 476,542           |
| Compensation and benefits                     | 488,814             | 475,818           | 416,903           |
| Sales training, promotion, travel, and other  | 393,533             | 405,000           | 351,885           |
| Clearing charges from affiliate               | 121,853             | 94,726            | 82,607            |
| Occupancy                                     | 50,314              | 49,330            | 44,461            |
| Amortization and accretion                    | 41,169              | 31,857            | 22,974            |
| Interest expense                              | 200                 | 199               | 200               |
| Total expenses                                | <u>7,157,140</u>    | <u>6,214,990</u>  | <u>5,949,630</u>  |
| Net income                                    | <u>\$ 1,235,581</u> | <u>\$ 914,321</u> | <u>\$ 910,894</u> |

*The accompanying notes are an integral part of these financial statements.*



Ameriprise Financial Services, LLC  
Statements of Changes in Member's Equity  
Confidential Treatment Requested  
(In thousands)

|                                     | <b>Member's<br/>Equity</b> |
|-------------------------------------|----------------------------|
| <b>Balance at January 1, 2022</b>   | <u>\$ 414,843</u>          |
| Net Income                          | 910,894                    |
| Dividends paid to Parent            | <u>(905,000)</u>           |
| <b>Balance at December 31, 2022</b> | <u>\$ 420,737</u>          |
| Net Income                          | 914,321                    |
| Dividends paid to Parent            | <u>(760,000)</u>           |
| <b>Balance at December 31, 2023</b> | <u>\$ 575,058</u>          |
| Net Income                          | 1,235,581                  |
| Dividends paid to Parent            | <u>(1,180,000)</u>         |
| <b>Balance at December 31, 2024</b> | <u>\$ 630,639</u>          |

*The accompanying notes are an integral part of these financial statements.*

Ameriprise Financial Services, LLC  
Statements of Changes in Liabilities  
Subordinated to the Claims of General Creditors  
Confidential Treatment Requested  
(In thousands)

|  |                          |
|--|--------------------------|
| Liabilities subordinated to the claims of general creditors at January 1, 2022   | \$ 200,000               |
| Payments/Drawdowns   | <u>—</u>                 |
| Liabilities subordinated to the claims of general creditors at December 31, 2022 | <u>\$ 200,000</u>        |
| Payments/Drawdowns   | <u>—</u>                 |
| Liabilities subordinated to the claims of general creditors at December 31, 2023 | <u>\$ 200,000</u>        |
| Payments/Drawdowns   | <u>—</u>                 |
| Liabilities subordinated to the claims of general creditors at December 31, 2024 | <u><u>\$ 200,000</u></u> |

*The accompanying notes are an integral part of these financial statements.*

Ameriprise Financial Services, LLC  
Statements of Cash Flows  
Confidential Treatment Requested  
Years ended December 31,  
(In thousands)

|   | <u>2024</u>        | <u>2023</u>       | <u>2022</u>       |
|---|--------------------|-------------------|-------------------|
| Cash flows from operating activities  |                    |                   |                   |
| Net income  | \$ 1,235,581       | \$ 914,321        | \$ 910,894        |
| Adjustments to reconcile net income to net cash provided by operating activities: |                    |                   |                   |
| Amortization and accretion  | 41,169             | 31,857            | 20,974            |
| Changes in operating assets and liabilities:                                      |                    |                   |                   |
| Receivables, net  |                    |                   |                   |
| Fees due from affiliates  | (27,058)           | (9,394)           | 34,996            |
| Distribution fees and other   | (12,676)           | (2,283)           | 7,681             |
| Financial advisors and employees  | 1,768              | (4,935)           | (1,427)           |
| Prepaid commissions   | (12,618)           | (5,971)           | (1,960)           |
| Other assets  | (14,854)           | (7,521)           | (12,194)          |
| Accounts payable and accrued expenses   |                    |                   |                   |
| Due to affiliates   | 10,811             | (9,073)           | 10,361            |
| Field force compensation  | (2,872)            | (13,857)          | (25,274)          |
| Unearned revenue  | 13,222             | 8,565             | 2,462             |
| Other   | (5,065)            | 79,857            | 6,802             |
| Net cash provided by operating activities   | <u>1,227,408</u>   | <u>981,566</u>    | <u>953,315</u>    |
| Cash flows from investing activities:   |                    |                   |                   |
| Purchases of intangible assets  | (37,695)           | (141,042)         | (24,605)          |
| Net cash used in investing activities   | <u>(37,695)</u>    | <u>(141,042)</u>  | <u>(24,605)</u>   |
| Cash flows from financing activities:   |                    |                   |                   |
| Dividends paid to parent  | (1,180,000)        | (760,000)         | (905,000)         |
| Net cash used in financing activities   | <u>(1,180,000)</u> | <u>(760,000)</u>  | <u>(905,000)</u>  |
| Net increase in cash, cash equivalents and segregated cash                        | 9,713              | 80,524            | 23,710            |
| Cash, cash equivalents and segregated cash at beginning of year                   | 789,861            | 709,337           | 685,627           |
| Cash, cash equivalents and segregated cash at end of year                         | <u>\$ 799,574</u>  | <u>\$ 789,861</u> | <u>\$ 709,337</u> |
| Supplemental disclosure:  |                    |                   |                   |
| Interest paid to Parent   | 200                | 200               | 200               |

*The accompanying notes are an integral part of these financial statements.*

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**1. Organization, Basis of Presentation, and Summary of Significant Accounting Policies**

**Organization**

Ameriprise Financial Services, LLC (the Company) is a wholly owned subsidiary of AMPF Holding Corp LLC. AMPF Holding LLC is a wholly owned subsidiary of Ameriprise Financial, Inc. (the Parent). The Company was previously known as Ameriprise Financial Services, Inc., but was converted to a limited liability company effective January 2020. The Company is registered with the Securities and Exchange Commission (SEC) and the various states in which the Company conducts business as an introducing broker-dealer and is a member of the Financial Industry Regulatory Authority, Inc. (FINRA) and the Securities Investor Protection Corporation (SIPC). In addition, the Company is a registered investment adviser with the SEC pursuant to the Investment Advisers Act of 1940. The Company is registered as a Commodity Trading Advisor (CTA) with the U.S. Commodity Futures Trading Commission (CFTC) and is a member of, and the corresponding services function is regulated by, the National Futures Association (NFA). The Company is required to comply with all applicable rules and regulations of the SEC, FINRA, CFTC, NFA and SIPC.

The Company clears most transactions with an affiliate, American Enterprise Investment Services, Inc. (AEIS), which under a clearing agreement charges the Company clearing fees on a per trade basis or based on assets under management. AEIS is primarily dependent on the Company for the introduction of clients and gathering of client assets which generates AEIS's revenues. As a result, the Company charges a distribution access fee based on a fixed contractual amount to provide AEIS ongoing access to the Company's financial advisors, client servicing and product distribution efforts.

The Company offers financial planning and investment advisory services to retail clients for which it charges a fee through an advisor-based distribution channel. These services are designed to provide comprehensive advice, when appropriate, to address clients' cash and liquidity, asset accumulation, income, protection, and estate and wealth transfer needs. To complete their advice services, the Company's financial advisors provide clients with recommendations from more than one hundred products distributed by subsidiaries and affiliates of the Parent, as well as products of approved third parties.

The financial advisors are either non-employee independent contractors operating through a nationwide franchise system, or they may choose to be employees of the Company. Due to differing levels of support provided to advisors operating in these various platforms, advisors are compensated at different percentages of the gross dealer concessions allowed for the various product offerings.

To complement its advisor-based channel, the Company also offers an integrated direct retail distribution channel. Direct distribution services are provided through the Company's online brokerage offering, which allows clients to purchase and sell securities online, obtain research and information about a wide variety of securities, use asset allocation and financial planning tools, contact advisors, as well as access a wide range of proprietary and non-proprietary mutual funds.

The Company's operations constitute a single operating segment and therefore a single reportable segment, because the chief operating decision maker ("CODM") manages the business activities using information of the Company as a whole. As its CODM, the Company's President utilizes the Statements of Operations and its net income metric to allocate resources and assess performance of the Company. The accounting policies used to measure the profit and loss of the segment are the same as those described in the summary of significant accounting policies.

**Basis of Presentation**

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These accounting estimates reflect the best judgment of management and actual amounts could differ significantly from those estimates.

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**Significant Accounting Policies**

*Revenue Recognition:* Refer to Note 3 for discussion of accounting policies on revenue from contracts with customers.

*Investment Income, Net:* Primarily includes interest income on cash and cash equivalents, the changes in fair value of trading securities, and realized gains and losses on the sale of securities. Interest income is accrued as earned using the effective interest method, which makes an adjustment to the yield for security premiums and discounts on all performing fixed maturity securities.

*Commissions:* Commission amounts paid to financial advisors are based on fees earned on client accounts, production bonuses, and advisor deferred compensation plan expenses, which are recognized as incurred. The liabilities associated with commission and production bonus expenses are included in the field force compensation line in the statements of financial condition.

*Service fees charged by Parent and affiliates:* Service fees charged by Parent and affiliates are recognized when incurred and are described in the related party transactions. See Note 12.

*Compensation and benefits:* Compensation and benefits represent compensation-related expenses paid to employees. The Company has deferred compensation plans which allow certain employees and financial advisors to defer a portion of their compensation and commissions. Participants can elect various distribution options. Certain plan liabilities are settled with the Parent monthly. For remaining plans, the liability is included in field force compensation and in salaries and employee benefits in the statement of financial condition. See Note 12.

*Share-based compensation:* The Company also participates in the Parent's Incentive Compensation Plan (Incentive Plan) and the Parent's Deferred Equity Program for Independent Financial Advisors (Deferred Equity Program). Employees, directors, and independent contractors are eligible to receive incentive awards including stock options, restricted stock awards, restricted stock units, performance shares, and similar awards designed to comply with the applicable federal regulations and laws of various jurisdictions. These expenses are included in the compensation and benefits line in the statements of operations.

*Sales training, promotion, travel, and other:* Fees paid to outside vendors, such as for data processing, account management, licensing, travel, and printing, are generally expensed when incurred. Advertising costs are also included in this line. The Company's policy is to expense advertising production costs at the time the first advertising takes place. The deferral of advertising costs until the first time the advertising takes place is allowed as long as there is the assumption that the advertising will take place. If the advertising is no longer expected to occur, the advertising costs are expensed immediately. Advertising costs amounted to \$18,972, \$17,462, and \$19,214 for 2024, 2023, and 2022 respectively, and are reflected in the sales training, promotion, travel, and other line of the statements of operations.

*Clearing charges to affiliate:* Clearing costs represent fees paid to AEIS for clearing transactions either on a per trade basis or on assets under management. These charges are based on underlying contracts and are recorded as incurred.

*Occupancy:* Occupancy primarily consists of rental expense for office leases as well as property, equipment, and other facility expenses. Rental expense is recognized on a straight-line basis over the term of the contract. See Note 9.

*Income taxes:* In January 2020 the Company converted to a limited liability company and became a disregarded entity for the 2020 tax year. The Company is included in the consolidated tax returns filed by the Parent. However, as a limited liability company that is not subject to tax and considered a disregarded entity for tax purposes, the Company and the Parent have elected to not allocate the consolidated amount of current and deferred tax expenses to the Company. See Note 11.

*Cash and cash equivalents:* The Company has defined cash and cash equivalents to include money market funds, commercial paper, time deposits, and other highly liquid investments with original or remaining maturities at the time of purchase of 90 days or less. The Company has evaluated the cash equivalents for credit risk and has determined it is negligible due to the short-term nature of the investment.

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*Cash segregated under federal and other regulations:* Pursuant to Rule 15c3-3 Section (k)(2)(i), all cash received from customers is held in segregated accounts established solely for the benefit of customers until it is forwarded to affiliates.

*Allowance for credit losses:* The Company measures credit losses using the current expected credit loss (CECL) method, when applicable. The Company recognizes an allowance for credit losses for financial assets carried at amortized cost to present the net amount expected to be collected. The allowance is based on the credit losses expected to arise over the life of the asset and is adjusted each period for changes in expected lifetime credit losses.

*Receivables from Financial Advisors and employees:* Financial advisors are required to pay for certain support services provided by the Company. The Company reserves for any outstanding receivables from financial advisors that it does not believe are recoverable. The Company also provides loans to advisors for transitional cost assistance and practice operations and determines its allowance based on historical collection experience. The Company sells these loans issued to advisors to an affiliate. See Note 12 for further details. The allowance for credit losses on advisor loans and financial advisor and employee receivables is recorded within compensation and benefits in the Statement of Operations.

*Receivables from Distribution fees and other receivables:* The Company reserves for fees receivable related to marketing support arrangements for sales of mutual funds of other companies based upon management's judgment as to the collectability of these receivables based on historical collection experience. The allowance is recorded in Commissions on the Statement of Operation.

*Other:* The Company also reserves for its unsecured client activity funded by its affiliate, AEIS. The Company has agreed to indemnify AEIS for any losses that it may sustain from the customer accounts introduced by the Company. The Company reserves for these potential losses. The allowance is recorded in Clearing charges from affiliate on the Statement of Operations.

*Goodwill and intangible assets:* Goodwill represents the amount of an acquired company's acquisition cost in excess of the fair value of assets acquired and liabilities assumed. The Company evaluates goodwill for impairment annually on the measurement date of July 1 and whenever events and circumstances indicate that an impairment may have occurred, such as a significant adverse change in the business climate or a decision to sell or dispose of a reporting unit. Impairment is the amount that the carrying value exceeds fair value and is evaluated at the reporting unit level. The Company assesses various qualitative factors to determine whether impairment is likely to have occurred. If impairment were to occur, the Company would use the discounted cash flow method, a variation of the income approach.

Intangible assets generally represent customer and independent contractor relationships and non-compete agreements. Intangible assets are amortized over their estimated useful lives unless they are deemed to have indefinite useful lives. The Company evaluates the definite lived intangible assets remaining useful lives annually and tests for impairment whenever events and circumstances indicate that an impairment may have occurred, such as a significant adverse change in the business climate. For definite lived intangible assets, impairment to fair value is recognized if the carrying amount is not recoverable. Indefinite lived intangibles are also tested for impairment annually or whenever circumstances indicate an impairment may have occurred.

*Prepaid commissions:* Commissions paid by the Company to advisors in connection with the sales of financial plans are deferred until the plan is delivered and the corresponding revenue is recognized. See Note 3.



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## 2. Recent Accounting Pronouncements

### Adoption of New Accounting Standards

#### Segment Reporting – Improvements to Reportable Segment Disclosures

In November 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-07, *Improvements to Reportable Segment Disclosures*, updating reportable segment disclosure requirements in accordance with Topic 280, Segment Reporting (“Topic 280”), primarily through enhanced disclosures about significant segment expenses. The amendments also expand Topic 280 disclosures to public entities with one reportable segment, clarify circumstances in which an entity can disclose multiple segment measures of profit or loss, and contain other disclosure requirements. The amendments are effective for annual periods beginning after December 15, 2023. The Company adopted the standard on January 1, 2024. The adoption of the standard did not have an impact on the Company’s financial condition and results of operations as the standard is disclosure-related only.

#### Reference Rate Reform – Deferral of the Sunset Date of Topic 848

In December 2022, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2022-06, *Reference Rate Reform* (“Topic 848”): *Deferral of the Sunset Date of Topic 848*. The guidance in Topic 848 is expected to provide relief during the temporary transition period, so FASB included a sunset provision within Topic 848 based on expectations of when the London Interbank Offered Rate (“LIBOR”) would cease being published. To ensure the relief in Topic 848 covers the period during which a significant number of modifications may take place, the ASU defers the sunset date of Topic 848 from December 31, 2022 to December 31, 2024, after which entities will no longer be permitted to apply the relief in Topic 848. The adoption of the standard did not have a material impact on the Company’s results of operations and financial condition.

#### Financial Instruments – Credit Losses – Troubled Debt Restructurings and Vintage Disclosures

In March 2022, the Financial Accounting Standards Board (“FASB”) proposed amendments to ASU 2016-13, *Financial Instruments—Credit Losses: Measurement of Credit Losses on Financial Instruments* (“Topic 326”). The update removes the recognition and measurement guidance for Troubled Debt Restructurings (“TDRs”) by creditors in Subtopic 310-40, *Receivables—Troubled Debt Restructurings by Creditors*, and modifies the disclosure requirements for certain loan refinancing and restructuring by creditors when a borrower is experiencing financial difficulty. Rather than applying the recognition and measurement for TDRs, an entity must apply the loan refinancing and restructuring guidance to determine whether a modification results in a new loan or a continuation of an existing loan. The update also requires entities to disclose current-period gross write-offs by year of origination for financing receivables and net investments in leases within the scope of Subtopic 326-20, *Financial Instruments—Credit Losses—Measured at Amortized Cost*. The amendments are to be applied prospectively, but entities may apply a modified retrospective transition for changes to the recognition and measurement of TDRs. For entities that have adopted Topic 326, the amendments are effective for interim and annual periods beginning after December 15, 2022. The Company adopted the standard on January 1, 2023. The adoption of this update did not have a material impact on the Company’s consolidated results of operations and financial condition and modifications to disclosures are immaterial in the current period.

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**3. Revenue from Contracts with Customers**

The following table presents revenue from contracts with customers and a reconciliation to revenues reported on the statements of operations:

|   | 2024                       | 2023                       | 2022                       |
|---|----------------------------|----------------------------|----------------------------|
| Advice services and retail brokerage fees               |                            |                            |                            |
| Advisory fees   | \$ 5,634,568               | \$ 4,686,990               | \$ 4,525,956               |
| Financial planning fees                                 | 469,569                    | 425,743                    | 409,834                    |
| Retail brokerage fees                                   | 332,378                    | 254,868                    | 239,487                    |
|   | <u>6,436,515</u>           | <u>5,367,601</u>           | <u>5,175,277</u>           |
| Distribution fees from affiliates                       |                            |                            |                            |
| Mutual funds, annuities and insurance, and certificates | 587,715                    | 534,604                    | 530,753                    |
| Distribution access fees                                | 380,000                    | 372,000                    | 365,000                    |
| Distribution support services                           | 98,052                     | 96,182                     | 88,807                     |
| Other   | 8,067                      | 6,372                      | 6,787                      |
|   | <u>1,073,834</u>           | <u>1,009,158</u>           | <u>991,347</u>             |
| Distribution fees from unaffiliated companies           |                            |                            |                            |
| Mutual funds and annuities and insurance                | 631,613                    | 532,290                    | 517,080                    |
| Marketing support fees                                  | 3,190                      | 2,846                      | 2,752                      |
|   | <u>634,803</u>             | <u>535,136</u>             | <u>519,832</u>             |
| Other income  |                            |                            |                            |
| Fees from advisors                                      | 211,956                    | 194,195                    | 179,378                    |
| Other   | 749                        | 740                        | (4,974)                    |
|   | <u>212,705</u>             | <u>194,935</u>             | <u>174,404</u>             |
| Total revenue from contracts with customers             | 8,357,857                  | 7,106,830                  | 6,860,860                  |
| Investment income (loss), net                           | 34,864                     | 22,481                     | (336)                      |
| Total revenue   | <u><u>\$ 8,392,721</u></u> | <u><u>\$ 7,129,311</u></u> | <u><u>\$ 6,860,524</u></u> |

The following discussion describes the nature, timing, and uncertainty of revenues and cash flows arising from the Company's contracts with customers.

**Advice services and brokerage fees**

*Advisory fees*

The Company earns revenue for performing investment advisory services for certain brokerage customer's discretionary and non-discretionary managed accounts. The revenue is earned based on a contractual fixed rate applied, as a percentage, to the market value of assets held in the account. The investment advisory performance obligation is considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. Advisory fees are recognized daily and are charged in advance on a monthly or quarterly basis.

*Financial planning fees*

The Company earns revenue for providing a financial plan to its clients. The revenue earned for each financial plan is either a fixed fee (received monthly, quarterly, or as a single payment) or a variable fee (received monthly) based on a contractual fixed rate applied, as a percentage, to assets held in a client's investment advisory services account. The financial planning fee is based on the complexity of a client's financial and life situation and his or her advisor's experience. The performance obligation is satisfied at the time the financial plan is delivered to the customer. The Company records a contract liability for the unearned revenue when cash is received before the plan is delivered. The financial plan contract with clients is an annual contract. Amounts recorded as a contract liability are recognized as revenue when the financial plan is delivered which will occur within the annual period.

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For fixed fee arrangements, revenue is recognized when the financial plan is delivered. The Company accrues revenue for any amounts that have not been received at the time the financial plan is delivered.

For variable fee arrangements, revenue is recognized when the financial plan is delivered. The amount received after the plan is delivered is variably constrained due to factors outside the Company's control including market volatility and client behavior. Revenue is recognized when it is probable that a significant reversal will not occur, which is generally each month or quarter end as uncertainty within the advisory account balance is resolved.

Contract liabilities for financial planning fees, which are included in unearned revenue in the statements of financial condition, were \$181,358, \$168,151, and \$159,575 as of December 31, 2024, 2023, and 2022, respectively.

The Company pays sales commissions to advisors when a new financial planning contract is obtained or when an existing contract is renewed. The sales commissions paid to the advisors prior to financial plan delivery are considered a cost to obtain a contract with a customer and are initially capitalized. When the performance obligation to deliver the financial plan is satisfied, the commission is recognized as distribution expense. Capitalized costs to obtain these contracts are reported in prepaid commissions in the statements of financial condition and were \$149,003, \$136,385, and \$128,527 as of December 31, 2024, 2023, and 2022, respectively.

*Retail brokerage fees*

The Company earns revenue from brokerage clients for the execution of requested trades. The performance obligation is satisfied at the time of trade execution and amounts are received on the settlement date. The revenue varies for each trade based on various factors that include the type of investment, dollar amount of the trade, and how the trade is executed (online or broker assisted). These fees are recorded daily and collected on a weekly basis.

**Distribution fees from affiliates and unaffiliated companies**

*Mutual funds, annuities and insurance, and certificates*

The Company earns distribution fees from an affiliate, Columbia Management Investment Distributors, Inc. (CMID) and from unaffiliated partners for the sale of mutual funds. Revenue includes asset-based fees that are generally based on a contractual rate as a percentage of assets (12b-1 fees) and front-load mutual fund fees on sales of affiliated and unaffiliated mutual funds. The Company also earns distribution fees from insurance company affiliates and from unaffiliated partners for acting as the introducing broker on the sale of affiliated and unaffiliated fixed and variable annuities and insurance products. Finally, the Company earns distribution fees from an affiliate, Ameriprise Certificate Company (ACC), for the sale of face value certificates through its financial advisors. The selling performance obligation of affiliated and unaffiliated mutual funds, annuities, insurance, and certificates is satisfied at the time of each individual sale. A portion of the revenue is based on a fixed rate applied, as a percentage, to amounts invested at the time of sale. The fixed rate is based on the applicable contract governing each type of transaction. The remaining revenue is recognized over the time the client owns the investment or holds the contract and is earned generally based on a fixed rate applied, as a percentage, to the net asset value of the fund, the market value of the investment, or the value of the insurance policy or annuity contract. The ongoing revenue is not recognized at the time of sale because it is variably constrained due to factors outside the Company's control including market volatility and client behavior (such as how long clients hold their investment, insurance policy, or annuity contract). These fees are primarily for products sold in prior years. The revenue will not be recognized until it is probable that a significant reversal will not occur. The fees from mutual fund and third-party insurance partners are generally recognized and collected monthly.

*Distribution access fees*

The Company earns revenue for providing an affiliate, AEIS, access to the Company's financial advisors. The Company's advisors will provide ongoing client acquisition and servicing, and product distribution services to AEIS. These performance obligations are considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. These fees are invoiced and collected on a weekly basis.

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*Distribution support services*

The Company earns revenue for performing distribution support services, primarily for insurance company affiliates. Support services the Company performs include retail distribution services, marketing and sales management, and other administrative services necessary to operate a retail distribution network. These performance obligations are considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. The revenue earned from each affiliate is based on a set of factors that consider product complexity and efficiency to the market. These fees are invoiced and collected monthly.

**Other income**

*Fees from advisors*

Fees from advisors include fees charged to franchise advisors for providing various services the advisors need to manage and grow their practices. The primary services include licensing of intellectual property, licensing of software, compliance supervision, insurance coverage, technology services and support, consulting, and other services. The services are either provided by the Company or third party-providers. The Company controls the services provided by third parties as they have the right to direct the third parties to perform the services, are primarily responsible for performing the services and set the prices the advisors are charged. The Company recognizes revenue for the gross amount of the fees received from the advisors. The fees are primarily collected as a reduction of bi-weekly commission payments.

Intellectual property and software licenses along with compliance supervision, insurance coverage, and technology services and support are primarily earned based on a monthly fixed fee. These services are considered a series of distinct services that are substantially the same and are satisfied each day over the contract term. The consulting and other services performance obligations are satisfied as the services are delivered and revenue is earned based upon the level of service requested.

**Receivables**

Receivables for revenue from contracts with customers are recognized when the performance obligation is satisfied, and the Company has an unconditional right to recognize the revenue. Receivables related to revenues from contracts with customers were \$185,395, \$159,203, and \$151,213 as of December 31, 2024, 2023, and 2022, respectively.

**4. Goodwill and Other Intangibles**

Goodwill is not amortized but is instead subject to impairment tests. During the years ended December 31, 2024, 2023, and 2022, the tests did not indicate impairment.

Definite lived intangible assets acquired for the years ended December 31, 2024, 2023, and 2022 representing the acquisition of advisors, customer relationships, and non-compete agreements were \$29,458, \$153,325, and \$35,247, respectively, with a weighted average amortization period of five years. Aggregate amortization expense was \$41,169, \$31,857, and \$22,763, for the years ended December 31, 2024, 2023, and 2022, respectively. For the years ended December 31, 2024, 2023, and 2022, the impairment tests on definite lived intangible assets did not indicate impairment.

On November 6, 2023, the Company and Comerica, Inc. closed an arrangement in which the Company became Comerica's new investment program provider. The Company acquired Comerica customer lists for \$110,000. The acquisition resulted in a definite-lived intangible asset of \$110,000, which is included in the total acquisitions disclosed above, with a straight-line amortization period of 10 years. Aggregate amortization expense for the Customer relationships Comerica intangible asset during the year-ended December 31, 2024 was \$11,000.

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Definite lived intangible assets consisted of the following:

|                                    | Gross Carrying<br>Amount | Accumulated<br>Amortization | Net Carrying<br>Amount |
|------------------------------------|--------------------------|-----------------------------|------------------------|
| Customer and advisor relationships | \$ 207,117               | \$ 151,847                  | \$ 55,270              |
| Tax referral agreement             | 10,200                   | 10,200                      | -                      |
| Non-compete agreements             | 71,620                   | 41,411                      | 30,209                 |
| Customer relationship Comerica     | 110,000                  | 12,833                      | 97,167                 |
| December 31, 2024 balance          | <u>\$ 398,937</u>        | <u>\$ 216,291</u>           | <u>\$ 182,646</u>      |
| Customer and advisor relationships | \$ 184,228               | \$ 134,785                  | \$ 49,443              |
| Tax referral agreement             | 10,200                   | 10,200                      | -                      |
| Non-compete agreements             | 65,051                   | 28,303                      | 36,748                 |
| Customer relationship Comerica     | 110,000                  | 1,834                       | 108,166                |
| December 31, 2023 balance          | <u>\$ 369,479</u>        | <u>\$ 175,122</u>           | <u>\$ 194,357</u>      |
| Customer and advisor relationships | \$ 162,055               | \$ 117,334                  | \$ 44,721              |
| Tax referral agreement             | 10,200                   | 9,875                       | 325                    |
| Non-compete agreements             | 43,899                   | 16,056                      | 27,843                 |
| December 31, 2022 balance          | <u>\$ 216,154</u>        | <u>\$ 143,265</u>           | <u>\$ 72,889</u>       |

The estimated future amortization of definite lived intangibles for years ending December 31 is as follows:

|       |                   |
|-------|-------------------|
| 2025  | 40,219            |
| 2026  | 36,296            |
| 2027  | 28,640            |
| 2028  | 18,835            |
| 2029  | 14,397            |
| Total | <u>\$ 138,387</u> |

## 5. Business Owned Life Insurance

The Company holds cash value life insurance policies as a means of offsetting market fluctuations in certain deferred compensation liabilities. The cash surrender value, which approximates fair value, of this life insurance was \$36,720, \$31,233, and \$26,411, respectively, as of December 31, 2024, 2023, and 2022, and is included in the other assets line in the statements of financial condition. Changes in fair value of our cash value life insurance policies are recorded in the net investment income line in the statements of operations.

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**6. Secured Demand Note Receivable and Subordinated Liabilities**

In December 2014, a subordinated loan agreement in the form of a secured demand note was entered into with the Parent. The interest expense for the subordinated loan agreement for the years ended December 31, 2024, 2023, and 2022 respectively was \$200, \$199, and \$200, and is reflected in the interest expense line in the statements of operations.

The borrowing available under the subordination agreement on December 31, 2024, is as follows:

|   |                  |
|---|------------------|
| Secured demand note collateral agreement, 0.10 percent, due December 15, 2025 | <u>\$200,000</u> |
|---|------------------|

The subordinated borrowing with the Parent is available in computing net capital under the SEC's uniform net capital rule. Under the terms of the subordinated loan agreement, to the extent that such borrowings are required for the Company's continued compliance with minimum net capital requirements, the Company is prohibited from making payments on the subordinated note agreement. The Company has the option to renew the current agreement in one-year increments in perpetuity. Pursuant to the agreement, the Parent must notify the Company on or before the day thirteen months preceding the maturity date if they do not intend to extend the maturity date of the agreement. The Company and the Parent have elected to not terminate the agreement for fiscal year 2025.

On December 31, 2024, 2023, and 2022, respectively, the secured demand note was collateralized by securities with an aggregate fair value of \$221,165, \$235,109, and \$234,006. Based on the character and fair value of the securities collateralizing the secured demand note receivable, the entire \$200,000 is available in computing net capital in accordance with the SEC's uniform net capital rule. The securities collateral has been deposited by the Parent in a separate custodial account for the exclusive benefit of the Company. In the event the Company draws on the secured demand note receivable, the maximum payment to the Company in accordance with the terms of the collateral agreement is \$200,000. Effective June 1, 2023, the Company and Lender agreed to amend the subordinated agreement by modifying the interest rate from LIBOR plus 90 basis points to Daily Simple SOFR plus 100 basis points (SOFR + 1.00%) per annum. The subordinated loan agreement and the associated secured demand note agreement entered with the Parent was approved by FINRA prior to the respective effective dates.

**7. Fair Values of Assets and Liabilities**

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date; that is, an exit price. The exit price assumes the asset or liability is not exchanged subject to a forced liquidation or distressed sale.

**Valuation Hierarchy**

The Company categorizes its fair value measurements according to a three-level hierarchy. The hierarchy prioritizes the inputs used by the Company's valuation techniques. A level is assigned to each fair value measurement based on the lowest level input that is significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are defined as follows:

- |         |  |
|---------|--|
| Level 1 | Unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.      |
| Level 2 | Prices or valuations based on observable inputs other than quoted prices in active markets for identical assets and liabilities. |
| Level 3 | Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.               |



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**Determination of Fair Value**

The Company uses valuation techniques consistent with the market and income approaches to measure the fair value of its assets and liabilities. The Company's market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. The Company's income approach uses valuation techniques to convert future projected cash flows to a single discounted present value amount. When applying either approach, the Company maximizes the use of observable inputs and minimizes the use of unobservable inputs. The following is a description of the valuation techniques used to measure fair value and the general classification of these instruments pursuant to the fair value hierarchy.

*Cash Equivalents, Other Assets and Liabilities*

When available, the fair value of securities is based on quoted prices in active markets. If quoted prices are not available, fair values are obtained from third party pricing services, non-binding broker quotes, or other model-based valuation techniques. The Company's cash equivalents, consisting of commercial paper and time deposits, are classified as Level 2 and are measured at amortized cost, which approximates fair value because of the short time between the purchase of the instrument and its expected realization. Level 1 other assets consist of common stock and government treasury bills and notes. Level 2 other assets consist of unitary investment trusts (UIT's), municipal bonds, and limited market securities. Level 2 liabilities consist of UIT's, non-convertible debt securities, municipal bonds, government securities and agencies, and limited market securities. Level 3 contingent consideration liabilities consist of earn outs and/or deferred payments related to the Company's acquisitions. Contingent consideration liabilities are recorded at fair value utilizing a discounted cash flow model using an unobservable input (discount rate). Given the use of a significant unobservable input, the fair value of contingent consideration liabilities is classified as Level 3 within the fair value hierarchy.

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The following table presents balances of assets and liabilities measured at fair value on a recurring basis:

| December 31, 2024                  |               |                   |                  |                   |
|------------------------------------|---------------|-------------------|------------------|-------------------|
|                                    | Level 1       | Level 2           | Level 3          | Total             |
| Assets                             |               |                   |                  |                   |
| Cash equivalents                   |               |                   |                  |                   |
| Commercial paper                   | \$ -          | \$ 119,967        | \$ -             | \$ 119,967        |
| Government and Agency Securities   | -             | 669,081           | -                | 669,081           |
| Other assets                       | 3             | 238               | -                | 241               |
| Total assets at fair value         | <u>\$ 3</u>   | <u>\$ 789,286</u> | <u>\$ -</u>      | <u>\$ 789,289</u> |
| Liabilities                        |               |                   |                  |                   |
| Contingent consideration liability | \$ -          | \$ -              | \$ 46,504        | \$ 46,504         |
| Other liabilities                  | 18            | 209               | -                | 227               |
| Total liabilities at fair value    | <u>\$ 18</u>  | <u>\$ 209</u>     | <u>\$ 46,504</u> | <u>\$ 46,731</u>  |
| December 31, 2023                  |               |                   |                  |                   |
|                                    | Level 1       | Level 2           | Level 3          | Total             |
| Assets                             |               |                   |                  |                   |
| Cash equivalents                   |               |                   |                  |                   |
| Commercial paper                   | \$ -          | \$ 708,079        | \$ -             | \$ 708,079        |
| Time deposits                      | -             | 25,000            | -                | 25,000            |
| Government and Agency Securities   | -             | 24,796            | -                | 24,796            |
| Other assets                       | 5             | 182               | -                | 187               |
| Total assets at fair value         | <u>\$ 5</u>   | <u>\$ 758,057</u> | <u>\$ -</u>      | <u>\$ 758,062</u> |
| Liabilities                        |               |                   |                  |                   |
| Contingent consideration liability | \$ -          | \$ -              | \$ 54,741        | \$ 54,741         |
| Other liabilities                  | 19            | 12                | -                | 31                |
| Total liabilities at fair value    | <u>\$ 19</u>  | <u>\$ 12</u>      | <u>\$ 54,741</u> | <u>\$ 54,772</u>  |
| December 31, 2022                  |               |                   |                  |                   |
|                                    | Level 1       | Level 2           | Level 3          | Total             |
| Assets                             |               |                   |                  |                   |
| Cash equivalents                   |               |                   |                  |                   |
| Commercial paper                   | \$ -          | \$ 648,554        | \$ -             | \$ 648,554        |
| Time deposits                      | -             | 25,000            | -                | 25,000            |
| Other assets                       | 469           | 783               | -                | 1,252             |
| Total assets at fair value         | <u>\$ 469</u> | <u>\$ 674,337</u> | <u>\$ -</u>      | <u>\$ 674,806</u> |
| Liabilities                        |               |                   |                  |                   |
| Contingent consideration liability | \$ -          | \$ -              | \$ 42,457        | \$ 42,457         |
| Other liabilities                  | -             | 21                | -                | 21                |
| Total liabilities at fair value    | <u>\$ -</u>   | <u>\$ 21</u>      | <u>\$ 42,457</u> | <u>\$ 42,478</u>  |

During the reporting period, there were no material assets or liabilities measured at fair value on a nonrecurring basis. There were no transfers between levels during the periods.

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The following table provides a summary of changes in Level 3 liabilities measured at fair value on a recurring basis:

|                                | Contingent<br>consideration<br>liability |
|--------------------------------|--|
| Balance at January 1, 2024     | \$ 54,741                                |
| Purchases                      | 21,533                                   |
| Settlements                    | (29,770)                                 |
| Balance at December 31, 2024   | <u>\$ 46,504</u>                         |
| Balance at January 1, 2023     | \$ 42,457                                |
| Purchases                      | 44,080                                   |
| Settlements                    | (31,796)                                 |
| Balance at December 31, 2023   | <u>\$ 54,741</u>                         |
| Balance at January 1, 2022     | \$ 33,606                                |
| Accretion included in earnings | (2,000)                                  |
| Purchases                      | 11,092                                   |
| Settlements                    | (241)                                    |
| Balance at December 31, 2022   | <u>\$ 42,457</u>                         |

#### Fair Value of Financial Instruments

In general, the Company's financial assets and liabilities are carried at fair value or at amounts which, because of their short-term nature and based on market interest rates available to the Company on December 31, 2024, 2023, and 2022, approximate fair value.

Included in receivables from financial advisors and employees on the statements of financial condition are loans receivable from financial advisors. As of December 31, 2024, 2023, and 2022, the carrying value of the loans is \$3,860, \$1,192, and \$1,887 respectively, which approximates fair value. These receivables, not included in the table above, are considered a level 3 fair value.

As of December 31, 2024, 2023, and 2022, the fair value of the secured demand notes receivable and the subordinated liability approximate book value of \$200,000. This receivable and liability, not included in the table above, are both considered level 2 fair value. As of December 31, 2024, the secured demand note collateral consisted of corporate bonds and agency mortgage-backed securities and as such is considered level 2 fair value.

#### 8. Net Capital Provision and Regulatory Requirements

As a registered broker dealer, the Company is subject to the SEC's uniform net capital rule (SEA Rule 15c3-1).

The Company computes its net capital requirements under the alternative method provided for in SEA Rule 15c3-1, which requires the Company to maintain net capital equal to 2% of combined aggregate customer-related debit items, as defined or \$250, if greater.

On December 31, 2024, 2023, and 2022, the Company had net capital of \$112,956, \$100,770, and \$89,891 respectively, which was \$112,706, \$100,520, and \$89,641, respectively, more than the amount required to be maintained at those dates. Advances to affiliates, dividend payments, and other equity withdrawals are subject to certain notification and other provisions of the net capital rule of the SEC and other regulatory bodies.

The Company has claimed exemption from SEA Rule 15c3-3 of the SEC under paragraphs (k)(2)(i) and (k)(2)(ii) of that rule.

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**9. Leases**

The Company has a short-term intercompany lease agreement with an affiliate, Ameriprise Holdings, Inc. (AHI). The agreement has a one-year term with no contractual renewal provision and is cancelable by either party with 30 days' notice. No lease asset or liability is recorded on the statements of financial condition. Rent expense was \$40,912, \$39,563, and \$37,999, for the years ended December 31, 2024, 2023, and 2022, respectively, and is reflected in the occupancy line in the statements of operations.

Under the same agreement the Company compensates AHI for use of property, equipment, and similar items that AHI owns or maintains. These expenses were \$50,340, \$50,971, and \$53,958 for 2024, 2023, and 2022, respectively, and are included in the service fees charged by Parent and affiliates line in the statements of operations.

**10. Commitments and Contingencies**

In the normal course of business, the Company may indemnify and guarantee certain service providers against potential losses in connection with their acting as service providers to the Company. The maximum potential amount of future payments the Company could be required to make under these indemnifications cannot be estimated, however, the Company believes that it is unlikely it will have to make material payments under these arrangements and has not recorded a contingent liability in the financial statements for any indemnifications.

The Company has agreed to indemnify an affiliate, AEIS, for any losses that it may sustain from the customer accounts introduced by the Company. The Company reserves for these potential losses. On December 31, 2024, 2023, and 2022, the reserve was \$3,042, \$3,379, and \$3,250, respectively, and is reflected in the other liabilities line in the statements of financial condition. On December 31, 2024, there was a payment of \$601 to AEIS for these customer accounts during the year.

The Company is involved in the normal course of business in legal, regulatory, and arbitration proceedings, including class actions, concerning matters arising in connection with the conduct of its activities as a diversified financial services firm. These include proceedings specific to the Company as well as proceedings generally applicable to business practices in the industries in which it operates. The Company can also be subject to litigation arising out of its general business activities, such as its investments, contracts, leases, and employment relationships. Uncertain economic conditions heightened and sustained volatility in the financial markets and significant financial reform legislation may increase the likelihood that clients and other persons or regulators may present or threaten legal claims or that regulators increase the scope or frequency of examinations of the Company or the financial services industry generally.

As with other financial services firms, the level of regulatory activity and inquiry concerning the Company's businesses remains elevated. From time to time, the Company receives requests for information from, and/or has been subject to examination or claims by, the SEC, FINRA, state insurance and securities regulators, state attorneys general, and various other governmental and quasi-governmental authorities on behalf of themselves or clients concerning the Company's business activities and practices, and the practices of the Company's financial advisors. The Company has numerous pending matters which include information requests, exams or inquiries that the Company has received during recent periods regarding certain matters, including: sales and distribution of mutual funds, exchange traded funds, annuities, equity and fixed income securities, real estate investment trusts, insurance products, and financial advice offerings, including managed accounts; supervision of the Company's financial advisors; security of client information; and transaction monitoring systems and controls. The Company has cooperated and will continue to cooperate with the applicable regulators.

In August 2024, the Company agreed to a settlement with the SEC to resolve one such matter regarding the preservation of certain business-related communications sent on electronic messaging platforms that had not been approved by the Company. The settlement included a civil penalty of \$50,000 that was previously accrued for during 2023 and was paid during the third quarter of 2024.

These legal and regulatory proceedings and disputes are subject to uncertainties and, as such, it is inherently difficult to determine whether any loss is probable or even reasonably possible, or to reasonably estimate the amount of any loss. The Company cannot predict with certainty if, how or when any such proceedings will be initiated or resolved or what the

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eventual settlement, fine, penalty, or other relief, if any, may be, particularly for proceedings that are in their early stages of development or where plaintiffs seek indeterminate damages. Numerous issues may need to be resolved, including through potentially lengthy discovery and determination of important factual matters, and by addressing unsettled legal questions relevant to the proceedings in question, before a loss or range of loss can be reasonably estimated for any proceeding. An adverse outcome in one or more proceeding could eventually result in adverse judgments, settlements, fines, penalties, or other sanctions, in addition to further claims, examinations or adverse publicity that could have a material adverse effect on the Company's financial condition or results of operations.

In accordance with applicable accounting standards, the Company establishes an accrued liability for contingent litigation and regulatory matters when those matters present loss contingencies that are both probable and can be reasonably estimated. In such cases, there still may be an exposure to loss more than any amounts reasonably estimated and accrued. When a loss contingency is not both probable and estimable, the Company does not establish an accrued liability, but continues to monitor, in conjunction with any outside counsel handling a matter, further developments that would make such loss contingency both probable and reasonably estimable. Once the Company establishes an accrued liability with respect to a loss contingency, the Company continues to monitor the matter for further developments that could affect the amount of the accrued liability that has been previously established, and any appropriate adjustments are made each quarter.

## **11. Income Taxes**

Effective January 1, 2020, the Company adopted guidance simplifying the accounting for income taxes. As a result of the adoption and the Company's conversion to a limited liability company in 2020 which resulted in it becoming a disregarded entity, income taxes expense, income tax receivables and payables, and deferred tax assets and liabilities are no longer recognized in the financial statements for the Company. See Note 1 and 2.

The Company files income tax returns, as part of its inclusion in the consolidated federal income tax return of Ameriprise Financial (the Parent), in the U.S. federal jurisdiction and various state jurisdictions. The IRS is currently auditing the Parent's U.S. income tax returns for 2019 and 2020. The state income tax returns of Ameriprise Financial or its subsidiaries', including the Company are currently under examination by various jurisdictions for years ranging from 2017 through 2023.

## **12. Related Party Transactions**

The amounts of revenue earned from affiliates may not be reflective of revenues that could have been earned on similar levels of activity with unrelated third parties. Similarly, the expenses allocated to the Company may not be reflective of expenses that would have been incurred by the Company on a stand-alone basis. Revenues received from affiliates are described in Note 3.

The Company is allocated certain administrative expenses, including technology, client servicing costs, rent, finance, human resources, legal services, insurance premiums and marketing, by the Parent on a prorated basis. These allocated expenses were \$433,222, \$432,242, and \$422,567 for 2024, 2023, and 2022, respectively. These expenses are included in the service fees charged by Parent and affiliates line in the statements of operations.

The Company receives reimbursements in insured losses in connection with errors and omissions expense from an affiliate, Ameriprise Captive Insurance Company (ACIC), acting as administrator of the professional services insurance policy for a third-party insurance carrier, relating to claims filed in current and prior years. The reimbursements received for 2024, 2023, and 2022 were \$7,732, \$7,653, and \$8,322, respectively, and are included in the sales training, promotion, travel, and other line in the statements of operations.

In the normal course of the business, the Company provides distribution services to entities which may have a direct financial interest in the Parent. Fees earned include 12b-1 distribution fees and marketing support fees. These amounts have been reflected within the corresponding financial statement line item.

Receivables due from affiliates on the statements of financial condition primarily consist of distribution fees of \$66,532, \$62,936, and \$60,366, trading concessions of \$22,629, \$12,883, and \$9,843, marketing support fees of \$6,991, \$6,963, and

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\$6,389, and an insurance recoverable of \$20,000, \$19,000, and \$17,200 on December 31, 2024, 2023, and 2022, respectively.

Payables due to affiliates on the statements of financial condition primarily consist of administrative expenses of \$110,180, \$94,156, and \$97,521, use of property and equipment maintenance for \$3,184, \$4,554, and \$5,633, cash for affiliated product purchases of \$1,167, \$3,997, and \$31,727 due to various affiliates for investments in products and clearing charges for \$37,296, \$26,308, and \$9,714 on December 31, 2024, 2023, and 2022, respectively.

The Company clears most transactions with AEIS, which charges the Company clearing fees on a per trade basis or on assets under management on a per trade basis. Such clearing charges were \$121,853, \$94,726, and \$82,607 for 2024, 2023, and 2022, respectively. These expenses are included in the clearing charges from affiliate line in the statements of operations.

The Company participates in the Parent's Retirement Plan (the Plan), which covers all permanent employees aged 21 and over who have met certain employment requirements. Effective April 2020, the Parent no longer enrolled employees in the plan. The Plan includes a cash balance formula and a lump sum distribution option. Pension benefit contributions to the Plan are based on participants' age, years of service and total compensation for the year. Funding of retirement costs for the Plan complies with the applicable minimum funding requirements specified by the Employee Retirement Income Security Act (ERISA).

The Company's share of the total net periodic pension cost in 2024, 2023, and 2022, was \$5,725, \$5,903, and \$9,276, respectively, and is reflected in the compensation and benefits line in the statements of operations.

The Company also participates in defined contribution pension plans of the Parent that cover all employees who have met certain employment requirements. The Company's contributions to the plans are a percentage of either each employee's eligible compensation or basic contributions. Costs of these plans charged to operations in 2024, 2023, and 2022, including field employees, were \$30,481, \$28,138, and \$28,217, respectively, and are reflected in the compensation and benefits line in the statements of operations.

The Company originated \$196,196, \$242,870, and \$216,045 of advisor recruitment loans for the years ended December 31, 2024, 2023, and 2022, respectively, all of which were sold to an affiliated, non-broker dealer entity, Ameriprise Advisors Capital, Inc. (AAC) at net book value, which approximates fair value. The amount of loss provision recorded on advisor recruitment loans was \$4,963, \$7,311, and \$6,766 for the years ended December 31, 2024, 2023, and 2022, respectively. A realized loss of \$16,792, \$23,387, and \$15,557 was recognized in the investment income, net line in the statements of operations, for the years ended December 31, 2024, 2023, and 2022, respectively.

Effective October 2011, the Company entered into two separate revolving credit agreements with the Parent, whereby in one, the Company can borrow up to \$100,000 from the Parent and in the second the Parent can borrow up to \$100,000 from the Company. Effective June 1, 2023, the Company and Lender hereby agreed to amend the agreements by modifying the interest rate from LIBOR plus 90 basis points to Daily Simple SOFR plus 100 basis points (SOFR + 1.00%) per annum. As of December 31, 2024 there were no draws on these lines of credit.

The agreements shall remain in effect until the expiration date (October 19<sup>th</sup> of each year), which shall be automatically extended without amendment of the agreements for one year, or any date annually thereafter. Either party may terminate the agreements prior to the expiration date by providing written notice to the other party at least thirty (30) days prior to the expiration date. The agreements were in place for all of 2024 and were renewed for 2025.

Effective December 2014, the Company and the Parent entered a secured demand note collateral and subordinated loan agreement for \$200,000 at a stated interest rate of 0.10% due to mature on December 15, 2024, with the option to renew in one-year increments in perpetuity. The secured demand note collateral and subordinated loan agreement was renewed for 2025.

The Company paid dividends to the parent of \$1,180,000, \$760,000, and \$905,000 in 2024, 2023, and 2022, respectively.



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**Share-Based Compensation**

The Company's employees and advisors participate in various share-based compensation plans offered by its Parent.

**Incentive Compensation Plans**

The Parent's Incentive Compensation Plan primarily grants restricted stock awards and stock units that generally vest ratably over three to four years to the Company's employees. Vesting of restricted awards and units may be accelerated based on age and length of service. Compensation expense for restricted stock awards is based on the market price of the Parent's stock on the date of grant and is amortized on a straight-line basis over the vesting period. Quarterly dividends are paid on restricted stock and stock units during the vesting period and are not subject to forfeiture. A summary of the Company's restricted stock award and stock unit activity is presented below:

|                                  | 2024          |   |
|----------------------------------|---------------|---|
|                                  | Shares        | Weighted Average Grant-date<br>Fair Value per share |
| Non-vested shares at January 1   | 37,000        | \$298.73  |
| Granted                          | 25,000        | \$393.25  |
| Vested                           | (30,000)      | \$308.78  |
| Forfeited                        | (4,000)       | \$366.62  |
| Non-vested shares at December 31 | <u>28,000</u> | <u>\$362.82</u>                                     |
|                                  |               |   |
|                                  | 2023          |   |
|                                  | Shares        | Weighted Average Grant-date<br>Fair Value per share |
| Non-vested shares at January 1   | 47,000        | \$231.89  |
| Granted                          | 24,000        | \$344.06  |
| Vested                           | (33,000)      | \$238.00  |
| Forfeited                        | (1,000)       | \$290.19  |
| Non-vested shares at December 31 | <u>37,000</u> | <u>\$298.73</u>                                     |
|                                  |               |   |
|                                  | 2022          |   |
|                                  | Shares        | Weighted Average Grant-date<br>Fair Value per share |
| Non-vested shares at January 1   | 70,000        | \$171.73  |
| Granted                          | 26,000        | \$298.09  |
| Vested                           | (47,000)      | \$183.67  |
| Forfeited                        | (2,000)       | \$223.29  |
| Non-vested shares at December 31 | <u>47,000</u> | <u>\$231.89</u>                                     |

The fair value of restricted stock awards and stock units vested during the years ended December 31, 2024, 2023, and 2022 was \$12,836, \$11,528, and \$12,060, respectively. For the years ended December 31, 2024, 2023, and 2022, expense related to restricted stock and stock unit awards was \$8,081, \$7,715, and \$7,878, respectively, and is reflected in the compensation and benefits line in the statements of operations.

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**Franchise Advisor Deferred Compensation Plan**

The Franchise Advisor Deferred Compensation Plan (the “AFG Deferral Plan”) is an unfunded, non-qualified deferred compensation plan that provides benefits to certain advisors associated with the Company.

The AFG Deferral Plan allows qualifying advisors to, in lieu of otherwise receiving cash compensation, voluntarily defer a portion of their cash commissions and elect crediting rate alternatives that includes a fund based on Ameriprise Financial stock or other investment options (including cash). These deferrals are fully vested and are not subject to forfeitures. From 2006-2010, the Company provided advisors with a matching contribution with respect to these voluntary deferred amounts; however, the Company has chosen not to provide a match since that time. Out of the shares outstanding under the AFG Deferral Plan, there are approximately 104,000 shares of the Parent outstanding under this prior matching contribution aspect.

In addition to the voluntary deferral of cash commissions, certain advisors are eligible to earn amounts tied to certain performance measures that vest ratably over three or four years. When earned, award amounts are credited to their deferral account and receive a crediting rate based on an investment in Ameriprise Financial stock, advisors elect whether to receive payout of these awards in cash or stock. Share units receive dividend equivalents, as dividends are declared by the Parent’s Board of Directors, until distribution and are subject to forfeiture until vested.

For the years ended December 31, 2024, 2023, and 2022, expense related to share-based units awarded under the Franchise Advisor Deferral Plan was \$34,141, \$33,148, and \$33,865, respectively, and is reflected in the commissions line in the statements of operations. These expenses are settled with the Parent and no liability remains on the Company's statement of financial condition.

As of December 31, 2024, there were approximately 1,600,000 shares outstanding under the Franchise Advisor Deferral Plan.

Pursuant to an assignment agreement executed with the Parent, the Company expensed and transferred all monthly franchise advisor deferred compensation mutual fund liabilities to the Parent for \$110,139, \$102,360, and \$120,831, in 2024, 2023, and 2022, respectively.

**Advisor Group Deferred Compensation Plan**

The Parent’s Advisor Group Deferral Plan, which was created in April 2009, allows for employee advisors to receive share-based bonus awards which are subject to future service requirements and forfeitures. The Advisor Group Deferral Plan is an unfunded non-qualified deferred compensation plan under section 409A of the Internal Revenue Code. The Advisor Group Deferral Plan also gives qualifying employee advisors the choice to defer a portion of their base salary or commissions. This deferral can be in the form of share-based awards or other investment options. Deferrals are not subject to future service requirements or forfeitures. Awards granted under the Advisor Group Deferral Plan may be settled in cash and/or shares of the Parent's common stock according to the award's terms. For the years ended December 31, 2024, 2023, and 2022, expense related to share-based units awarded under the Advisor Group Deferral Plan was \$58,457, \$49,599, and \$47,519, respectively. These expenses are settled with the Parent and no liability remains on the Company's statement of financial condition.

As of December 31, 2024, there were approximately 1,010,000 shares outstanding under the Advisor Group Deferral Plan, of which 199,000 were fully vested.

The total unamortized compensation expense to be recognized for all the share-based plans for the years ended December 31, 2024, 2023, and 2022 was \$139,718, \$124,624, and \$121,815, respectively, and is reflected in the commissions line in the statements of operations.

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**13. Subsequent Events**

As of February 20, 2025, which is the date the financial statements were available to be issued, the Company evaluated events or transactions that may have occurred after the statement of financial condition date for potential recognition or disclosure. No subsequent events or transactions requiring recognition or disclosure were identified.

# EXHIBIT O

Ameriprise Financial Services, LLC, 960 Ameriprise Financial Center, Minneapolis, MN 55474

## Death and Disability Plan



Transferring Advisor ID



- The Death and Disability Plan is used to document the intended acquiring advisor(s) of the client groups for which the franchise advisor is the Primary Advisor in the event of the franchise advisor's death or disability; after submission, this form will be kept on file in the corporate office.
- Once this form is submitted and processed, this Death and Disability Plan will nullify and supersede any previous plan on file. The Transferring Advisor is responsible for informing all previous acquiring advisor(s) that they are no longer the current successor(s).
- In addition to this Death and Disability Plan, franchise advisors should develop a formal buy/sell agreement between themselves and their successor(s); the buy/sell agreement should be maintained within the advisor's personal records.
- For assistance, information, policy and resources refer to Advisor Compass (Home > Resources > Practice Management) or send an email to [teampractices@ampf.com](mailto:teampractices@ampf.com).

### Advisor Information

Transferring Advisor Name

Transferring Advisor ID

Acquiring Advisor Name

Acquiring Advisor ID

### Release of Claims

Release of Transferring Advisor. In consideration of Ameriprise Financial's consent to the transfer of interest granted under the Ameriprise Financial Services, LLC ("Ameriprise Financial") Independent Advisor Business Franchise Agreement ("Franchise Agreement") contemplated herein ("Succession Plan"), Transferring Advisor hereby releases all claims or rights, whether known or unknown, he/she has or may have now to relief of any kind from Ameriprise Financial Services, LLC and any company affiliated with or related to Ameriprise Financial in the past or present, Ameriprise Financial's past or present officers, directors, employees and any person who acted on behalf of Ameriprise Financial or on instructions from Ameriprise Financial, arising from or relating to the negotiation, execution, implementation or performance by Transferring Advisor of any obligation under this Succession Plan.

In further consideration of Ameriprise Financial's consent to this Succession Plan, Transferring Advisor releases all claims or rights, whether known or unknown, he/she has or may have now to any relief of any kind from Ameriprise Financial, arising from or relating to Transferring Advisor's affiliation with Ameriprise Financial as a franchisee/independent contractor and the termination of Transferring Advisor's Franchise Agreement, including, but not limited to, claims for: breach of contract; breach of fiduciary duty; breach of the covenant of good faith and fair dealing; defamation; fraud or misrepresentation; intentional or negligent infliction of emotional distress; negligence; promissory estoppel; and state franchise laws. In addition, although Transferring Advisor acknowledges that he/she is a franchisee and independent contractor, and no employer-employee relationship exists between Ameriprise Financial and Transferring Advisor, this Release of Claims includes any alleged violation of the Age Discrimination in Employment Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964 or any other federal, state or local civil rights or common laws.

Transferring Advisor's Right to Review and Revoke Release of Claims. Transferring Advisor acknowledges that he/she has had a period of no less than twenty-one (21) calendar days to review and consider this Release of Claims before signing it. Transferring Advisor may rescind this Release of Claims by providing written notice to Ameriprise Financial via email within seven (7) calendar days from the date this Release of Claims is received by Ameriprise Financial. To be effective, such notice of rescission must be emailed to [teampractices@ampf.com](mailto:teampractices@ampf.com).

Release of Acquiring Advisor. In consideration of Ameriprise Financial's consent to the client transfer, Acquiring Advisor hereby releases all claims or rights, whether known or unknown, he/she has or may have now to relief of any kind from Ameriprise Financial, arising from or relating to the negotiation, execution, implementation or performance by Transferring Advisor of any obligation related to this Succession Plan.

Notwithstanding any of the foregoing, this Release of Claims shall become effective only upon the transfer of all or part of Transferring Advisor's Independent Financial Advisor Business to Acquiring Advisor pursuant to this Succession Plan. Nothing in this Release of Claims shall constitute a release of any claim that Acquiring Advisor has or may have against Transferring Advisor or Transferring Advisor has or may have against Acquiring Advisor arising out of or relating to this Succession Plan.

The Release of Claims does not apply with respect to claims arising under the Washington Franchise Investment Act, RCW 19.100, and the rules adopted thereunder.

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# EXHIBIT O

## Acknowledgments and Authorization

Transferring Advisor authorizes Ameriprise Financial to reassign all of Transferring Advisor's clients for which he/she is the Primary Advisor to Acquiring Advisor(s) in the event of Transferring Advisor's death or disability.

Transferring Advisor and Acquiring Advisor(s) each acknowledge and agree that he/she:

- Has independently entered into this Succession Plan.
- Has conducted any due diligence or investigation he/she deems appropriate.
- Has made an independent assessment of this Succession Plan.
- Has not relied upon any action or representation by Ameriprise Financial in deciding to enter into this Succession Plan.

Acquiring Advisor acknowledges that any relief from the Franchise Agreement's restrictive covenants contained in Addendum 3 (R, T or V) shall not be effective for a period of three (3) years for clients acquired pursuant to this Succession Plan. In other words, **clients acquired under this Succession Plan will be subject to the one (1) year non-solicitation provision found in Franchise Agreement Section 19 for a period of three (3) years following the transfer of clients.**

Acquiring Advisor acknowledges and agrees that Ameriprise Financial has the right to deduct any debt owed to it or outstanding monetary obligations of Transferring Advisor from any compensation paid by Ameriprise Financial to Acquiring Advisor. Transferring Advisor acknowledges and agrees that he/she shall remain liable for all obligations to Ameriprise Financial in connection with the Franchise Agreement. Transferring Advisor further acknowledges and agrees that Acquiring Advisor may offset the sale price, if any, in an amount equal to any debt owed to Ameriprise Financial or monetary obligations by Transferring Advisor that is paid to Ameriprise Financial by the Acquiring Advisor on behalf of the Transferring Advisor.

Transferring Advisor represents that, within ninety (90) days following the client transfer, he/she does not intend to leave Ameriprise Financial and either attempt to solicit or provide financial services or products to the transitioned clients.

Transferring Advisor and Acquiring Advisor acknowledge and agree that Ameriprise Financial's consent is conditioned on the client transfer being in good faith. If within ninety (90) days Ameriprise Financial determines that the client transfer is not in good faith, Ameriprise Financial's consent may be revoked.

Transferring Advisor and Acquiring Advisor each acknowledge and agree that Ameriprise Financial is not a party to any agreement associated with this Succession Plan, and that Ameriprise Financial's consent to this Succession Plan pursuant to the Franchise Agreement, does not constitute an adoption or approval of any agreement associated with the Succession Plan, even if such an agreement is requested by Ameriprise Financial for consent, consideration or otherwise. Both the Transferring Advisor and Acquiring Advisor acknowledge and agree that any agreement associated with the Succession Plan is in compliance with the acceptable/unacceptable conditions, provisions and requirements outlined in the Succession Planning and Internal Practice Acquisition Manual.

Transferring Advisor and Acquiring Advisor agree to will treat the terms of this Succession Plan, including the Release of Claims, as strictly confidential, except that each may disclose its terms to their attorney, spouse and tax adviser who shall be advised of the confidential nature of this Succession Plan.

Prior to processing the client transfer request, the corporate office will determine if Transferring Advisor and Acquiring Advisor meet all eligibility requirements. The processing of this form will constitute Ameriprise Financial's consent to the client transfer.

## Required Signatures

|   |                         |
|---|-------------------------|
| Transferring Advisor Name   | Transferring Advisor ID |
| <input type="text"/>  | <input type="text"/>    |
| Transferring Advisor Signature  | Date (MM/DD/YYYY)       |
|  | <input type="text"/>    |
| Acquiring Advisor Name  | Acquiring Advisor ID    |
| <input type="text"/>  | <input type="text"/>    |
| Acquiring Advisor Signature   | Date (MM/DD/YYYY)       |
|  | <input type="text"/>    |

EXHIBIT O

|   |                                 |
|---|---------------------------------|
| Additional Acquiring Advisor Name   | Additional Acquiring Advisor ID |
| <div></div>   | <div></div>                     |
| Additional Acquiring Advisor Signature  | Date (MM/DD/YYYY)               |
| <div>X</div>  | <div></div>                     |
| <p>The FFVP/RVP signature line shall intentionally remain blank until a triggering event occurs, such as the advisor's death or disability. The corporate office will obtain the signature when it is needed.</p> |                                 |
| Transferring Advisor's FFVP/RVP Name  |                                 |
| <div></div>   |                                 |
| Transferring Advisor's FFVP/RVP Consent:  | Date (MM/DD/YYYY)               |
| <div>X</div>  | <div></div>                     |



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## STATE EFFECTIVE DATES

The following states have franchise laws that require that the franchise disclosure document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State        | Effective Date    |
|--------------|-------------------|
| California   | December 12, 2024 |
| Hawaii       | Pending           |
| Illinois     | March 25, 2025    |
| Indiana      | March 25, 2025    |
| Maryland     | Pending           |
| Michigan     | Pending           |
| Minnesota    | Pending           |
| New York     | March 25, 2025    |
| North Dakota | Pending           |
| Rhode Island | Pending           |
| South Dakota | March 25, 2025    |
| Virginia     | Pending           |
| Washington   | Pending           |
| Wisconsin    | March 25, 2025    |

Other states may require registration, filing or exemption from registration of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**ITEM 23  
RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Ameriprise Financial offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or fourteen (14) calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Ameriprise Financial does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in EXHIBIT E.

The franchisor is Ameriprise Financial Services, LLC, located at 200 Ameriprise Financial Center, Minneapolis, Minnesota 55474. Its telephone number is (612) 671-3131.

Issuance date: March 25, 2025

The name, principal business address and telephone number of the franchise seller offering the franchise is William J. Williams, 482 Ameriprise Financial Center, Minneapolis, Minnesota 55474, (612) 671-3131, or is written below, or will be provided to you separately before you sign the franchise agreement:

-----  
Ameriprise Financial authorizes the agents listed in Exhibit E to receive service of process for it.

I have received a Franchise Disclosure Document, dated March 25, 2025, that includes the following Exhibits:

- A. Independent Advisor Business Franchise Agreement (including Addendum 1 (Supervision Agreement), Addendum 2 (Registered Principal Agreement), Addendum 3-T (Employee to Franchise Transitions), Addendum 3-V (Veteran Advisor Recruits), Addendum 4 (Associate Financial Advisor), Addendum 5 (Franchise Consultant Services) and Addendum 6 (Fee Waiver))
- B. State Addenda
- C. List of Affiliates
- D. Confidentiality Agreement
- E. State Administrators and Agents for Service of Process
- F. Independent Advisor Compliance Certification
- G. Franchise Consulting Services Agreement
- H. Promissory Note
- I. *AdvisorCompass*® Software License User's Agreement
- J. List of Independent Advisor Locations
- K. Independent Advisors that Have Left the System
- L. GDC Calculation Examples
- M. Loan and Security Agreement
- N. Financial Statements
- O. Death and Disability Plan (including General Release)

**Independent Advisor**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Advisor Number: \_\_\_\_\_

Title: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

\*Please sign and date this receipt (with the date you received the disclosure document) and return to your Ameriprise franchise seller via personal delivery, by mail or as otherwise instructed in the communication you received with this disclosure document. If you did not receive instructions on how to return this receipt, please mail to: Team Practices & Operations, 960 Ameriprise Financial Center, Minneapolis, Minnesota 55474.

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**ITEM 23  
RECEIPT**

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If Ameriprise Financial does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in EXHIBIT E.

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- K. Independent Advisors that Have Left the System
- L. GDC Calculation Examples
- M. Loan and Security Agreement
- N. Financial Statements
- O. Death and Disability Plan (including General Release)

**Independent Advisor**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Advisor Number: \_\_\_\_\_

Title: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**\*KEEP THIS COPY FOR YOUR RECORDS\***

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## NOTES:

[illegible]

