

**DISCLOSURE BROCHURE**

**October 31, 2018**

This brochure provides information about the qualifications and business practices of Century Securities Associates, Inc. This Brochure focuses on our Advisory Consulting Services. We also offer our clients access to our affiliate's wrap fee programs ("Programs"), which are covered in a separate brochure. If you have any questions about the contents of this Consulting Services Brochure, please contact us at the address or telephone number provided below. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority. Additional information about Century Securities Associates, Inc. is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration with the SEC does not imply a certain level of skill or training.


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• NOT A BANK DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT  
AGENCY • NO BANK GUARANTEE • MAY LOSE VALUE

## MATERIAL CHANGES

Since Century Securities Associates, Inc. (Century or the “Firm”)’s last annual update in March 2017, the firm has experienced the following changes that may be considered material:

- We deleted all referenced to the Score Program as Stifel no longer offers the program. All portfolios that were previously available through the Score Program were merged into Stifel’s flagship separately managed account program, the Opportunity Program, effective June 30, 2018. All clients that were invested in portfolio offered through the program received prior notice of the merger.
- We made various updates in the section “*Fees and Compensation*” as follows:
- We clarified our process for liquidations in the event an account does not have sufficient cash to pay for advisory fees, under the subsection “*Deduction of Advisory Account Fees.*” A similar process is generally used in the event liquidations are required to satisfy a maintenance call in connection with a margin loan by our firm, or a securities-based loan taken out from our affiliated bank.
- We enhanced the discussion of the indirect compensation that we receive from funds in connection with client investments in our advisory accounts. This compensation includes, but is not limited to, 12b-1 distribution fees, omnibus and/or networking fees, marketing support and revenue share payments, and training and education expense contributions. In general, to the extent received, we rebate any 12b-1 fees attributable to periods when an account is enrolled in our fee-based advisory programs, and we rebate omnibus and networking fees attributable to retirement accounts enrolled in our advisory program. Please refer to the discussion under the subsection “*Compensation From Funds and Other Collective Investment Vehicles*” for additional information about these payments, and our processes relating to such payments.
- We enhanced the discussion of the conflicts to which we are subject in connection with the various indirect compensation that we receive from other parties in connection with our client assets. For example, in the discussion of “*Interest and Similar Compensation,*” we noted that any payments received by our Financial Advisors in connection with securities-based loans taken out by our clients from our affiliated bank, and collateralized by assets held in the clients’ advisory accounts, present a material conflict of interest for us and the Financial Advisor. Please refer to the discussion under “*General Disclosure of Conflicts of Interest*” for additional information on the various conflicts that we face in connection with our indirect compensation arrangements. Additional conflict of interest information is also provided under “*Margin*” and “*Credit Line Loans*” in the “*Brokerage Practices*” section of the brochure. Clients who engage in margin transactions (including using advisory assets to cross-collateralize margin loans) and/or securities-based lending with our affiliated bank should note that when we are obligated to liquidate any collateral assets to satisfy a maintenance call, we are acting solely in our capacity as a custodian or broker-dealer, and not as a fiduciary to the client or the client’s assets.
- We added a new risk disclosure to the section “*Methods of Analysis, Investment Strategies, and Risk of Loss*” relating to cases where our firm (including our Financial Advisors) take a significant position in an issuer’s securities (e.g., owning more than 5% of the total outstanding shares), which may affect the liquidity of such position in our client accounts.

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- We updated our ERISA Rule 408(b)(2) Disclosure Information for Qualified Retirement Plans, which is attached to our brochure. Clients who are qualified retirement plans should pay particular attention to this disclosure.

*Instead of providing an updated brochure each year to Clients, we generally provide this summary of material changes by April 30 of each year. Because it is a summary, it does not contain all of the updates that were made to the brochure. Please read the full brochure, which is available to Clients at no charge on our parent company's website at [www.stifel.com](http://www.stifel.com) under the section "Important Disclosures," or by contacting their Financial Advisor. Capitalized terms used in this section have the meanings assigned to them in the main body of this brochure.*

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## EXECUTIVE SUMMARY

### About Century Securities Associates, Inc.

Century Securities Associates, Inc. (“Century”) is broker-dealer that has been registered with the SEC since March 1991 and investment adviser that has been registered with the SEC since March 19, 1993. Century is owned by Stifel Financial Corp., a publicly held company whose common stock trades under the symbol “SF.” Century’s business purpose is to serve the investment needs of clients. Century is a member of the Financial Industry Regulatory Authority (“FINRA”), the Securities Investor Protection Corporation (“SIPC”) and various exchanges. Information about Century’s qualifications, business practices and affiliates is accessible on our parent company’s website at [www.stifel.com](http://www.stifel.com) as well as via publicly available filings with the SEC at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

In this brochure, the pronouns “we,” “our,” “us,” and similar words will refer to Century. The pronouns “you,” “your,” and similar words will refer to you as the Client. References to the singular throughout this brochure include the plural and vice versa. Capitalized terms shall have the meanings assigned to them in this brochure.

### Services We Provide

Century offers both investment advisory (“Advisory”) and brokerage services to our Clients. For more information about our brokerage business, please refer to the Brokerage Practices section of this Brochure. *It is important to understand that brokerage services are separate and distinct from Advisory services, and different laws, standards of care and separate contracts with Clients govern each. While there are similarities among brokerage and Advisory services, our contractual relationship with and legal duties to Clients are subject to a number of important differences, depending on whether we are acting in a brokerage or Advisory capacity.*

## ADVISORY BUSINESS

### Type of Advisory Services Offered

Our services include discretionary and non-discretionary Advisory services which generally involve account and/or portfolio management, asset allocation and similar services, and recommendation of, or assistance with the selection of, securities and/or third-party investment advisers (“Advisers”). Such Advisers may include firms that are independent of our firm (“Independent Advisers”) as well as firms that are owned by our parent company, Stifel Financial Corp., or one of its subsidiaries (“Affiliated Advisers”). Clients enter into written advisory agreements (each, an “Advisory Agreement”) where we and our affiliate, Stifel Nicolaus and Company, Incorporated (“Stifel”) acknowledge the Advisory relationship and disclose our obligations when acting in an Advisory capacity. We provide Advisory services to a variety of Clients, including individuals, corporations and other businesses, pension or profit sharing plans, employee benefit plans, trusts, estates, charitable organizations and educational institutions (“Clients”). We generally provide Advisory services through our investment advisory representatives (“Financial Advisors”), who determine

the services that are most appropriate for Clients based on each Client’s stated individual investment goals and financial circumstances. We may fulfill a Client’s wealth management needs by acting as broker-dealer, investment adviser, or both. Our Advisory services cover most types of debt and equity or equity-related securities of domestic and foreign companies as well as national, state and local government issuers, trading on an exchange or over-the-counter. In addition to stocks and fixed income securities, we (and/or Stifel) may also invest Client assets in other types of investments, such as rights and warrants, options, certificates of deposit, mutual funds and other open and closed-end funds, exchange traded products (“ETPs”), including exchange traded funds (“ETFs”), unit investment trusts (“UITs”), real estate investment trusts (“REITs”), American Depositary Receipts (“ADRs”), foreign ordinary shares, publicly traded master limited partnerships (“MLPs”), private investment vehicles (including, but not limited to, hedge funds and private equity funds), and other investments deemed appropriate for our Clients.

### Assets under Management

As of December 31, 2017, we had approximately \$353,021,221 of Client assets that were managed on a discretionary basis and \$410,611,901 in non-discretionary assets.

### Our Responsibilities as an Investment Adviser

When serving as an investment adviser to Advisory Clients, we are acting as a fiduciary and are held to the legal standards of the Investment Advisers Act of 1940 (the “Advisers Act”), certain state laws, and common law standards applicable to fiduciaries. Such standards include, but are not limited to, the duty to serve the best interests of Clients, the obligation to place Clients’ interests above our own, full disclosure of material and potential conflicts of interest, full disclosure of compensation received from Clients or third parties for providing investment advice or advisory services to our Clients; to obtain Client consent prior to engaging in transactions for our own account when dealing with Clients in an Advisory capacity; and having a reasonable basis for believing that our investment recommendations are suitable and consistent with Client’s objectives and goals, including any restrictions placed on the account. Additional information about our fiduciary obligations, including some of our policies and procedures that we undertake to fulfill those obligations, is available throughout this brochure, including under the section entitled “Participation or Interest in Client Transactions.”

## SERVICES, FEES AND COMPENSATION

### Our Relationship with Stifel, Nicolaus & Company, Incorporated

Our affiliate, Stifel, supports the Advisory services described in this brochure by providing access to its research and Advisory programs, execution of client transactions, and, in most cases, custody of client assets.

Throughout this brochure and depending on the type of Program referenced, the term “Portfolio Manager” shall refer to, as applicable, a) Century, where your Financial Advisor, as agent for our firm, provides discretionary portfolio management

services, b) Stifel where it provides discretionary portfolio management services and/or c) an Independent Adviser or Affiliated Adviser that either provides model portfolios which Stifel will implement in your account, acts as your direct discretionary Portfolio Manager, or to whom Stifel has delegated discretionary authority as a sub-advisor. References to the singular include the plural and vice versa.

### **Investment Restrictions**

Subject to Stifel’s review for reasonableness, Clients with accounts in discretionary Programs or specific portfolios within those Programs (“Portfolios”) may impose restrictions on investing in specific securities or certain types of securities for such accounts by making such requests to us in writing. If Stifel determines that the restrictions are reasonable and accept them, our Financial Advisors, Stifel or the third-party manager to whom you have granted discretion will be responsible for implementing and managing the account consistent with the restrictions that you have imposed. It is important that you understand that, if the restrictions are approved and imposed on your account, the performance of the account may differ (even significantly) from the performance of other accounts in the same portfolio without similar restrictions. Clients may request in writing that specific mutual funds or ETFs not be purchased in a discretionary Advisory account; however, we cannot accommodate requests to restrict the underlying securities that may be purchased or sold by mutual funds, ETFs, private funds, or other collective investment vehicles in Advisory accounts.

In the discretionary Advisory programs referenced below, and as outlined in the applicable Advisory Agreement(s), in the event that mutual funds, ETFs, or categories of both are restricted, the portion of the account that would have been invested in such may be invested in cash equivalents or short-term fixed income instruments at Stifel’s discretion. Investments in cash equivalents or short-term fixed income instruments pursuant to such restrictions may impact the performance of the account relative to other accounts that are fully invested in mutual funds and/or ETFs.

Stifel defines and/or identifies certain types of permissible account restrictions (e.g., prohibiting investments in particular industries or socially responsible categories or based on social consciousness) by reference to information provided by a third-party service provider using the provider’s proprietary methodologies, which may change at any time without notice to Clients. If a Client elects to impose such types of restrictions to an account over which our Financial Advisor, Stifel, or an Adviser has discretion, Stifel will apply the restrictions based on its internal policies, by referencing the third-party service provider’s information.

### **ADVISORY PROGRAMS AVAILABLE AT CENTURY**

Through our affiliation with Stifel, we offer a number of different Advisory options (each a “Program” and collectively, the “Programs”). Clients may select from the following Programs as appropriate for their needs:

### **STIFEL WRAP FEE PROGRAMS**

As set forth on the cover page, we offer our Clients access to a number of different wrap fee programs (each, a “Program” and collectively, the “Programs”) sponsored by Stifel. A “wrap fee” is an annual fee paid by the Client that is intended to cover services to the account, including investment advice and, where applicable, may include portfolio management, trade execution, clearing, settlements, custody, administrative and account reporting services provided by Stifel, as well as investment advice and/or portfolio management services provided by an Adviser to the Portfolio. To the extent that portfolio management or similar services are provided by Advisers, Stifel pays a portion of the wrap fee paid by the Client will be paid to such Advisers for their services – please refer to the section “Fees and Compensation” below for additional details about these our wrap fees (also called Advisory Account Fees). We (and/or Stifel) generally manage accounts enrolled in Stifel’s wrap fee Programs are treated with the same level of care as non-wrap fee Advisory accounts.

Stifel’s wrap fee Programs to which our Clients have access include the Stifel Opportunity Program and the Select Manager Program, whereby an affiliated or unaffiliated investment adviser acts as discretionary portfolio manager, or provides their model portfolio to Stifel, which Stifel implements. Clients may also access discretionary investment advisory services through the Stifel Solutions Program, the Stifel Fundamentals Program, and/or the Stifel Spectrum Program. Finally, Clients can access non-discretionary investment advisory services through the Horizon Program. Finally, under the Custom Advisory Portfolio, Stifel retains limited discretionary trading authority over applicable client accounts whose Portfolios may be a combination of any of internal and/or external model Portfolios, mutual funds and/or ETFs.

Each of these wrap fee Programs is further described in the Stifel Wrap Fee Programs Brochure, which is available upon request.

### **OTHER ADVISORY PROGRAMS**

We also offer Advisory services to Clients under a number of non-wrap fee Programs set forth below. Clients may select from the following other Advisory Programs as appropriate for their needs:

### **STIFEL VANTAGE PROGRAM**

#### **About the Stifel Vantage Program**

Under the Stifel Vantage Program (“Vantage”), certain Century Financial Advisors (in that capacity, “Vantage Managers”) who meet the Vantage Program certification requirements provide discretionary account management services to Clients.

Once a Client has established his/her investment objectives, goals, risk tolerance, and an overall asset allocation, the Vantage Manager will assist the Client in selecting the appropriate strategy for all or of part of the Client’s asset allocation in the

Vantage account. To implement a Client's investment objectives and risk tolerance, a Vantage Manager may utilize fundamental, qualitative, quantitative and/or technical research published by Stifel or another source. Vantage Managers may also employ short-term purchases and/or limited options trading, provided such strategies are suitable and appropriate for the Client and, as applicable, approved for the Account. Accounts in the Vantage Program may differ, depending on client objectives, and Vantage Managers may utilize more than one strategy and/or may customize a strategy to fit particular Client accounts. Each Client is encouraged to discuss and review with the applicable Vantage Manager how the account will be managed and the types of investments to be made, as well as the specific risks applicable to the Client's Vantage account.

Subject to such limitations as our firm and/or Stifel may impose from time to time, the Vantage Managers invest in various kinds of equity and fixed income securities. As a discretionary Program, Clients in Vantage may impose reasonable restrictions on investing in specific securities or certain types of securities.

#### **Vantage Commission Schedule**

Clients in the Vantage Program pay transaction-based charges (commissions) for the services provided by their Financial Advisor. Commissions are charged based on our standard commission schedule (subject to negotiation in certain circumstances) for brokerage transactions.

#### **Conflicts of Interest**

*It is important to understand that, due to the commission-based fee structure described in the preceding section, we (including your Financial Advisors) have a conflict of interest with respect to transactions implemented in any Vantage Program account due to the fact that the Financial Advisor's compensation rises as more transactions are implemented in the account (conversely, the Financial Advisor is not paid if no transactions are implemented in the account). Clients should consider carefully whether the Vantage Program is suitable for their investment objectives, risk tolerance, time horizon and investment experience. While neither Century nor Stifel considers the appropriateness of the Vantage Program for a Client solely based on a comparison to wrap-fee programs, the Vantage Program may not be suitable for Clients with a projected high level of trading activity where the commission and transaction costs are expected to exceed those that would otherwise be charged under a discretionary wrap fee-based Program. We highly encourage Clients to review all available options at Stifel with their Financial Advisor(s).*

### **STIFEL SUMMIT PROGRAM**

The Stifel Summit Program ("Summit") allows our Financial Advisors the ability to serve Clients who are seeking investment advice for assets held at a custodian other than Stifel. Clients that may benefit from a Summit relationship include (but are not limited to): municipalities, endowments, foundations, corporations, high net worth individuals, and sponsors and/or trustees of qualified retirement plans subject to the Employee Retirement Income Security Act ("ERISA").

Non-discretionary investment services offered may include, for example: assisting Clients in the preparation of an investment policy statement; analysis of asset allocation and style consistency; advice regarding use of third-party investment managers; evaluation of investment risk and performance; and recommendations on the purchase and sale of individual investment vehicles including stocks, bonds, mutual funds, UITs, ETFs, closed-end funds, options, alternative investments, and/or insurance products. Our Financial Advisors provide investment advice to Clients in accordance with each Client's investment objectives, risk tolerance, time horizon, and investment experience as communicated to the Financial Advisor through applicable account documents. In each case, Clients are solely responsible for implementing any non-discretionary advice provided by the Financial Advisor(s).

From time to time, we may approve arrangements under which our Financial Advisors provide discretionary investment management services with respect to Client assets held at other financial institutions through the Summit Program. In such event, the Client (not Century or the Financial Advisor) determines the specific qualified independent custodian to be used. While our Financial Advisors may direct the trades, Client's independent qualified custodian or other broker-dealers will provide all brokerage execution and clearing services relating to such trades. The Client (not Century) is solely responsible for all brokerage and custodial charges imposed by Client's independent qualified custodian.

*Clients who elect to hold their assets at other institutions should be aware that we also offer access to other Programs through which Clients pay a wrap fee for investment management, execution (to the extent trades are executed through Century and/or Stifel), and settlement and clearing services through Stifel. These Stifel wrap fee Programs may be a cheaper alternative to Clients than using the Summit Program on a discretionary basis; we highly encourage Clients to review all available options with their Financial Advisor(s).*

#### **Summit Fee Schedule**

Our fee for services provided under the Summit Program may be at the annual rate of up to 1.35% of the total value of investments on which advice is provided, subject to a minimum annual fee of \$5,000 (which minimum may be waived at our sole discretion).

Clients may be able to negotiate lower fees with their Financial Advisor. In certain circumstances, the Financial Advisor may negotiate a flat dollar fee arrangement with the Client, which may be in quarterly semi-annual or annual installments.

The initial fee is calculated based on the *account's most recent account statement*, quarterly or otherwise. The fee is billed quarterly, typically in advance although some relationships may bill in arrears.

### **OTHER INVESTMENT ADVISORY SERVICES**

We also provide financial planning services, which are covered by a separate Disclosure Brochure, a copy of which is available upon request.

## FEES AND COMPENSATION

### How Fees for Advisory Services Covered in This Brochure Are Charged

Except with respect to the Vantage Program, Clients generally pay an annual Advisory fee based on a percentage of assets (the "Advisory Account Fee," the "fee," or the "Advisory fee"). The actual fee paid for an Advisory account is set forth on the fee schedule(s) that is part of the Advisory Agreement with the Client for that account. The rates set forth in these brochures with respect to each Advisory Program represent the maximum recommended rate that may be charged for the Program. Actual fees charged for accounts in the Program may be negotiated or discounted in Century, Stifel's and, if applicable, the Adviser's discretion, and therefore, may differ from those outlined in the fee schedules outlined above. A Client may pay more or less than seemingly-similarly situated Clients depending on the particular circumstances of the Client, such as the pricing model, the size and scope of the Client relationship, additional or differing levels of service and the asset class to which each Portfolio is attributable. Clients that negotiate fees with different tiers, including flat fees, may end up paying a higher fee than as set forth in the applicable fee schedule set forth above as a result of fluctuations in the amount of the client's assets under management and account performance.

There are certain other fee schedules that are no longer offered to new clients or are only offered to a limited number of Clients, depending on their individual circumstances. There are also other fee schedules that may apply to certain specific strategies in the Programs referenced above.

Any increase in the Advisory Account Fee will be agreed upon between the parties, in writing or, if allowable under the applicable agreement with the Client, upon prior written notice to Client. We may, however, determine to lower any portion of the Advisory Account Fee at any time, without notice to the affected Client(s).

### Calculation and Deduction of Advisory Account Fees

Advisory Account Fees are typically due quarterly, in either advance or arrears, depending on the Program and the specific Advisory Agreement with the Client. The initial Advisory Account Fee for an account is charged in full as of the effective date (as defined in the Advisory Agreement) of the Advisory relationship relating to the account, in each case based on the account's opening market value. In calculating the annual Advisory Account Fee (or any partial period thereof), Stifel assumes a 360-day annual period. For the initial payment, the period for which the Advisory Account Fee relates is the effective date through the last day of the calendar quarter in which the account is opened and is prorated accordingly. Thereafter, the Advisory Account Fee is based on the account's closing market value on the last business day of the previous calendar quarter. The Advisory Account Fee is due on the business day following the assessment day.

In valuing assets in Client accounts held at Stifel, Stifel relies on publicly recorded information, use various vendor systems which it have reviewed and reasonably believe to be reliable,

and/or rely on valuations provided by entities holding assets and/or accounts that are part of a Client's Advisory relationship with us (such as, for example, administrators or other service providers to hedge funds or other private funds in which our clients are investors or other brokerage firms, banks or other entities serving as qualified custodians of our client assets). For assets held at Stifel, if prices are unavailable, Stifel determines prices in good faith to reflect an understanding of the assets' fair market value. Once the Advisory Account Fee, neither our firm nor Stifel adjusts it for fluctuations in value during the quarter due to market conditions. However, with respect to accounts held in custody at Stifel, an account **will** be charged a prorated fee on additional contributions made during a quarter, to the extent such additions are valued at more than \$25,000 or would generate a prorated quarterly fee of more than \$25. In each case, the fee addition and/or rebate will be calculated based on the number of calendar days remaining in the quarter. Stifel may, in its sole discretion, make changes to these thresholds at any time, without notice to Clients. **Each Client is responsible for monitoring his or her account to minimize transfers that would increase applicable fees or otherwise result in increased charges.** In certain limited circumstances (such as with respect to accounts subject to a flat-fee arrangement, or accounts held with other custodians, etc.), Stifel will neither charge a prorated fee on intra-quarter contributions nor provide a rebate on intra-quarter withdrawals from the Account.

Any increase in the negotiated fee will be agreed upon, in writing, with you; provided, however, that we and/or Stifel may provide you with prior written notice in any instance where a fee is being changed (including an increase).

### Fee Householding

In certain cases, Clients may be able to household one or more of their eligible fee-based Advisory accounts *held at Stifel* (that is, combine multiple eligible Advisory accounts for purposes of calculating the Advisory Account Fee in order to qualify for available lower fee tiers in each Program). Clients may be able to household eligible Advisory accounts across multiple Programs. Fee householding can result in lower overall Advisory Account Fees to the Client if the aggregate household value is high enough to qualify for lower fee tiers in the applicable Programs. *Clients should note, however, that in cases where Client assets are held with other custodians, due to expected lag times in receiving account information for billing purposes from such unaffiliated custodians, it may be impracticable to household these accounts with accounts held at Stifel. Clients should also note that it is the Client's responsibility, not Stifel's or Century's, to determine whether the Client has multiple eligible Advisory accounts that could be combined into a fee household and potentially result in lower overall Advisory Account Fees to the Client.* Clients should contact their Financial Advisor(s) for more detailed information about householding fee-based Advisory accounts, including whether the Client's accounts are eligible to be grouped into a fee household for this purpose.

### Assets Held With Other Custodians

For the Summit Program covered in this brochure, Client assets are held with other custodians selected by Clients, most of which are independent of our firm. Similarly, Clients may elect to hold



accounts enrolled in the Stifel wrap-fee Advisory Programs accessed through our firm at other custodial firms. We (and Stifel) generally require that such other custodian be “qualified” within meaning of the Advisers Act.

In cases where Client assets are held by other custodians, the other custodian determines the value of Client’s assets held in the applicable account, and Stifel uses the values provided by the custodian to determine the dollar value of the Advisory Account Fees owed in accordance the Client Agreement. In cases where assets are held by other custodians, Stifel requires Clients to provide duplicate copies of account/custodial statements (preferably directly from the custodian). Stifel does not independently verify the values in such account/custodial statements. ***Clients should understand that we and Stifel reserve the right to terminate the Advisory Agreement if the Client consistently fails to promptly provide updated account statements on which to base the Advisory Account Fees.***

Alternatively, Clients may (with agreement by Stifel and the custodian) direct their qualified custodian or administrator to calculate the fee, and to pay the fee directly to us on a quarterly basis. Clients that elect to have their custodian calculate the fee should understand that we (or Stifel) will present the terms of the fees (i.e., the applicable annual percentage fee) to the custodian, and the custodian will be responsible for determining the total value of the Client’s account and, thereafter, the dollar value of the Advisory Account Fee due. In such cases, the Client will be required to agree to direct the custodian to provide (upon request) the basis for the calculation (which may be in the form of duplicate account statements). ***Clients should carefully review the other custodian’s or administrator’s calculations and confirm the Stifel fees deducted from the account by the custodian or administrator for Stifel’s services are consistent with the terms of the Advisory Agreement. Clients are strongly encouraged to promptly notify us in the event of any discrepancies.***

#### ***Deduction of Advisory Fees***

For Programs where we receive an asset-based fee, Advisory fees will be deducted according to the terms of Advisory Account Agreement. Permissible fee payment options may include:

- ***Letter of Authorization (“LOA”)***: Pursuant to an LOA the Advisory fee may be deducted from a separate Stifel account on the billing date each quarter. If the designated account has insufficient funds, we (and Stifel) reserve the right to automatically debit the Advisory account to collect the amount due.
- ***Client Invoice***: In certain cases, Clients may select the option of receiving an invoice on the billing date each quarter and agrees to remit the fee payment promptly. If the fee payment is not received within a reasonable time, we (and Stifel) reserve the right to automatically debit the Advisory account to collect the amount due. If the fee payment is debited from a qualified plan and funds are received thereafter, the receivable shall be considered a contribution.

In certain instances, Client’s custodian may calculate and remit the fee to us, based on the fee terms set forth in the Advisory Agreement.

In each case, we require that Clients establish a Stifel billing account for the sole purpose of processing fees. These fees are separate and independent from any other charges that may be imposed by the independent custodian and/or executing brokers used in connection with Client’s accounts.

Clients should refer to the Wrap Fee Brochure and/or the Select Program Brochure for a discussion of how the wrap fees for the Advisory Programs covered in such brochures are charged and deducted.

#### **Refund of Fees upon Termination**

- (i) ***Accounts Billed in Advance***: In the event of a termination, Clients generally will receive a pro rata refund of any pre-paid quarterly fee based upon the number of days remaining in the quarter of termination. Notwithstanding the foregoing, we reserve the right to retain pre-paid quarterly fees if the Advisory Agreement is terminated at any time within the first quarter of the first year of service (for example, where a Client opens an Advisory account, executes multiple trades at no transaction costs, then seeks to close the Advisory account before the end of the calendar quarter).
- (ii) ***Accounts Billed in Arrears***: Because fees are billed in arrears, no refunds are necessary when a Client terminates an account; *however, a Client will be billed for any earned but unpaid fees as of the termination date.*

#### ***Compensation in Connection with the Termination of a Client’s Account Relationship with Stifel.***

Although we do not charge additional fees in connection with the termination of a Client’s Advisory Agreement, if a Client elects to distribute or transfer all of the assets from Stifel to an account held at another financial institution the Client will be charged a \$100 fee.

#### **Exclusions from Advisory Fees**

##### ***Unsupervised Assets***

If a Client’s account includes “unsupervised assets” that are excluded from billing (which may include but are not limited to positions in our parent company stock (SF), or other assets that are deemed ineligible for the Program in which the account is enrolled) but are permitted to be held in the account as an accommodation to the Client, Clients should note that any such unsupervised assets are not considered part of our Advisory relationship. Our firm and Stifel specifically disclaim any fiduciary obligations with respect to unsupervised assets held in a Client’s Advisory account. This means that neither Century nor Stifel monitor any such assets even though they are held in the Advisory account. The unsupervised assets are held in the account solely as an accommodation to the Client. Clients can request a list of the unsupervised assets held in their accounts at any time, without charge, from their Financial Advisor.

### **Transaction-Based Charges (Commissions)**

Clients in the Programs included in this brochure pay transaction based commissions either to (i) Stifel (in the case of the Vantage Program) in lieu of an annual fee for all transactions executed through Stifel, or (ii) the separate custodian holding the Client's assets or other executing broker-dealer effecting transactions for the Client account. Where Stifel is providing trade execution services, Clients should refer to the "Brokerage Practices" section for more details about Stifel's execution services.

### **Additional Fees and Expenses**

In addition, the fees and expenses explained above, which are not part of the Advisory Account Fee (or, for the Vantage Program, the transaction-specific commissions), Clients in each Program covered by this brochure will be separately responsible for:

- All account fees, costs, and expenses, including (but not limited to) brokerage, execution, custody, and/or account maintenance fees charged by Client's custodian or other party in connection with maintaining Client's assets outside of Stifel.
- Unless specified otherwise in the applicable Advisory Agreement, any and all fees and expenses relating to any third-party manager managing any part of Client's account (whether or not such third-party manager was recommended by our Financial Advisor(s)).
- Brokerage commissions, markups, markdowns, spreads, and odd-lot differentials on transactions effected through or with a broker and/or dealer other than Stifel (that is, costs relating to trades away from Stifel).
- To the extent allowed in the account, markups and markdowns on agency cross trades or principal transactions directed by any Adviser with investment and trading discretion over Client accounts (referred to as an "Investment Manager") effected through or with Stifel (prices at which securities are purchased in principal transactions from other dealers and executed by us acting as agent will be computed by other dealers in the customary manner based on the prevailing inter-dealer market price).
- Any interest expense charged to the account (or to related accounts in connection with the account's assets), including, but not limited to, margin interest charged with respect to any direct or cross-collateralized margin loans.
- The entire public offering price (including underwriting commissions or discounts) on securities purchased from an underwriter or dealer (excluding Stifel) involved in a distribution of securities.
- Exchange fees, transfer or other taxes, and other fees required by law, including (but not limited to), taxes or fees imposed by any foreign entity in connection with securities transactions in the account.
- Account, third-party administration, and/or termination fees associated with external qualified retirement plan (including IRAs).

- "Pass-through fees" charged by third parties with respect to any securities relating to the portfolio, including, but not limited to, pass-through fees charged (including any wire charges or conversion fees) in connection with ADRs by the sponsors of such ADRs as custody-related expenses.
- Wire transfer fees (including those associated with alternative investment transactions).
- Fees or expenses related to trading in foreign securities (other than commissions otherwise payable to Stifel).
- Fees, charges, or other costs and expenses related to collective investment vehicles, such as closed-end funds, mutual funds, ETFs, index funds, investment trusts, REITs, or other investment vehicles, such as private funds (including, but not limited to, annual operating expenses, portfolio management, distribution and marketing, early redemption fees, or similar fees, in each case as outlined in the individual fund prospectus, private offering memorandum, or similar document).
- Any other costs associated with products or services not specifically included in the services described in the applicable Advisory Agreement.

***Each Client should carefully consider the overall cost when selecting a Program or Portfolio.***

### **Compensation to Financial Advisors**

We remit a percentage ("Payout Rate") of the Advisory Account Fees and, if applicable, commissions from Clients, after the deduction of applicable Product Fee and/or all other related expenses, to our Financial Advisors. Payout Rates generally range from 59% to 100%, with an average of around 72%; the applicable percentage paid to your Financial Advisor will depend on your Financial Advisor's employment agreements and arrangements with us, and the total amount of revenue your Financial Advisor generates from all clients (including brokerage clients). This percentage may be increased prospectively, depending on the total revenue the Financial Advisor has generated.

Some Financial Advisor are eligible for special incentive compensation and other benefits based on client assets (including assets held in Advisory accounts) and the total revenue generated (including the Advisory Account Fees and other applicable compensation). These incentives and benefits can be in the form of recruitment and/or retention bonuses, and forgivable loans. These incentives and benefits generally increase as a Financial Advisor brings more client assets to the firm, and generates more revenue.

Financial Advisors are also eligible to receive other benefits based on the revenue the Financial Advisor generates from sales of products and/or services to clients (including Advisory services). These benefits include recognition levels that confer a variety of benefits, conferences (e.g., for education, networking, training, and personal and professional development), and other noncash compensation that generally increase in value as the revenue the Financial Advisor generates increases. Such benefits also include equity awards from our parent company, Stifel Financial Corp and payments that can be in the form of

repayable or forgivable loans (e.g., for retention purposes or to assist an advisor to grow his or her securities practice). These benefits create an incentive for a Financial Advisor to recommend certain transactions, products and services over others in order to obtain the benefits.

Some of our Financial Advisors also serve as branch managers or in other positions with supervisory responsibility over other Financial Advisors. In such cases, we also compensate them for their supervisory activities based on revenues generated by the other Financial Advisors supervised. When a supervisor is compensated based on sales of the person he or she is supervising, the supervisor has an incentive to allow and/or encourage the supervised person to recommend investments that generate greater compensation for the supervised person and thereby, the supervisor. The particular compensation arrangements between a Financial Advisor and his or her branch manager also can create incentives for the Financial Advisor to recommend transactions, investment products and services that generate greater amounts of revenue for us, the branch manager and the Financial Advisor.

In general, Clients should note that their Financial Advisor's compensation creates a potential material conflict of interest for such Financial Advisor to provide Clients with recommendations that result in his or her receipt of greater compensation and benefits.

#### **Certain Compensation in Addition to the Advisory Fee or Direct Commissions**

Stifel, our Financial Advisors, and affiliates may, from time to time, receive additional compensation from third parties in connection with certain types of assets in which Clients' accounts may be invested as discussed in more detail below. To the extent received in connection with Advisory accounts, this compensation is in addition to the Advisory fee or other applicable compensation that a Client pays to us for our Advisory services. **The receipt of such additional compensation presents a conflict of interest for us as it creates an incentive for our Financial Advisors to recommend investment products based on the compensation received rather than based solely on a Client's investment needs.** Clients have the option to purchase investment products that we recommend through brokers who are not affiliated with us.

#### **Compensation From Funds and Other Collective Investment Vehicles**

Clients will incur direct fees (e.g., management fees) and expenses for investments in mutual funds, ETFs, closed-end funds, UITs, money market funds, and other collective investment vehicles (collectively, referred to as "Funds" or "Collective Investment Vehicles"). Such fees and expenses are included in the price of a Fund's shares and are described in the Fund prospectus or other offering document. Depending on the type of share class, interest, or CUSIP held by Clients, the applicable Fund or other Collective Investment Vehicles and/or its affiliates may make certain payments to us in connection with the Clients' investments in the product. For example, with respect to the Vantage Program, when a Client purchases shares of a Fund, such shares are typically in a class that is subject to a front-end sales load that is deducted from the Client's investment. The Fund pays us all or part of this sales load (as a

commission) to compensate us for our selling activities with respect to the transaction. Additionally, as set forth above, such shares are also subject to annual Fund operating expenses for which the Client is responsible, as an investor in the Fund; Funds will typically pay a portion of such fees to us for the life of the Client's investment in the Fund as follows:

- (i) *Omnibus Fees.* A number of Funds compensate Stifel for providing record-keeping and related services associated with Funds shares or interests held in client accounts (both brokerage and Advisory). Stifel processes some fund transactions with Fund families on an "omnibus" basis, which means Stifel consolidates clients' trades into one daily trade with the Fund, and therefore maintains all pertinent individual shareholder information for the Fund. The compensation for these services is commonly referred to as "omnibus fees." Not all Fund companies pay sub-accounting fees, and the sub-accounting fees that Stifel receives vary by Fund company. Any sub-accounting payments made to Stifel are paid from investor assets in the Funds, but in some cases may be subsidized in part by affiliates or the distributor of the Funds. To the extent received, Stifel generally receives omnibus fees with respect to all classes of shares for the Fund held by all Stifel and Century clients, including (for example), shares held by our Clients through the Stifel Vantage Program and Stifel's Wrap Programs. We do not require our Financial Advisors to recommend Funds providing sub-accounting compensation to Stifel; additionally, to mitigate the conflict as to share class recommendations, Stifel does not share any omnibus fees received from Funds with our Financial Advisors.
- (ii) *Networking Fees.* Fund families that are not traded omnibus are traded on a networked basis, which means Stifel submits a separate trade for each individual client to the Fund and therefore maintains certain elements of the shareholder information. Such Funds may compensate Stifel for providing these services, which would otherwise be required to be provided by the Fund. Not all Fund companies pay networking fees, and networking fees that Stifel receives vary by Fund company. Any networking fees that Fund companies pay to Stifel are deducted from the Fund manager's assets, but in some cases may be subsidized in part by affiliates or the distributor of the Funds. As with omnibus fees, to the extent received, Stifel receives networking fees in connection with all shares of the applicable Fund held in Stifel and Century client accounts. We do not require our Financial Advisors to recommend Funds providing sub-accounting compensation to Stifel; additionally, to mitigate the conflict as to share class recommendations, Stifel does not share any networking fees received from Funds with our Financial Advisors.
- (iii) *12b-1 Distribution Fees ("12b-1s").* These fees may be paid by Funds to compensate our firm for providing distribution-related, administrative, and informational services, as applicable, associated with each Fund. Service fees are included in the "annual operating expenses" or "expense ratio" charged and reported by each Fund, and such amounts are deducted directly from the Funds

automatically. Clients should note that we typically receive 12b-1 fees in connection with Fund shares held in the Stifel Vantage Program. Additionally, as a commission-based Program (and unlike the wrap fee based programs where Clients receive a rebate of any such fees received), the Financial Advisor receives a portion of any 12b-1 fees received in connection with their Vantage Program accounts in accordance with the applicable Payout Rate for such Financial Advisor. This creates an incentive for Financial Advisors to purchase Fund shares through the Vantage Program, since they will receive a share of the up-front sales load as well as any ongoing 12b-1 fees received by the firm in connection with such shares. To the extent that Fund shares purchased through the Vantage Program are not held for a considerable length of time, the affected Client will incur higher expenses than a similarly situated Client that purchases an “advisory” share class with no front-end load through one of our wrap fee programs.

(iv) *Marketing Support and Revenue-Sharing Payments.* Stifel receives compensation from Funds for providing ongoing marketing, training, and education to our Financial Advisors with respect to the Fund sponsor and its products. To the extent received by Stifel, these revenue-sharing payments are in addition to any fees and other charges that we and/or Stifel may earn directly from the Clients (including, but not limited to, any sales load received from the Fund, or Advisory Account Fees that we may charge the Clients in fee-based Programs in connection with the investment). Revenue Sharing is generally paid from a Fund manager’s assets and does not directly reduce the amount invested by an investor, but is ultimately a cost borne by investors. Not all Fund companies pay revenue sharing, and revenue sharing that is paid by a particular mutual Fund companies varies. Revenue sharing payments are subject to volume discounting, such that as total assets placed by our clients at a Fund company increase, the basis points paid for those assets will decrease. Additionally, some Fund families may make fixed payments in addition to the above payments or instead of those payments. Neither our firm nor Stifel require our Financial Advisors to recommend Funds providing revenue sharing, nor do our Financial Advisors directly share in any of the revenue sharing payments.

(v) *Training and Education Expense Contributions.* Investment companies and/or their affiliates may subsidize a portion of the cost of training and achievement seminars offered to our Financial Advisors through specialized and/or firm-wide programs and consulting training forums. These seminars are designed to provide education and training to Financial Advisors who recommend (or are considering recommending) the product to Clients. The subsidies may vary, and no vendor company is required to participate in the seminars or to contribute to the costs of the seminars in order to have their products or services available on the Stifel platform. A Financial Advisor’s attendance and participation in these events, as well as the increased exposure to vendors who sponsor the events, may lead the Financial Advisor to recommend the products and services of those vendors as compared to those who do not.

(vi) *Fees Received By Our Affiliates.* Some of our affiliates may serve as investment adviser or model providers, or provide other services to various Funds or Collective Investment Vehicles that are made available on our Advisory platform. Our Financial Advisors may recommend to and/or purchase any of these products to or for Client accounts. If our affiliate is associated with a product that is purchased in a Client account, the affiliate generally will receive fees (or a share thereof) from the product, its sponsor or other related person, even in cases where the product is otherwise subject to a sales load that will be paid over to us, or if the account in which the product is held is subject to Stifel Advisory Fees. Neither our firm nor Stifel directly shares in any the fees received by our other affiliates for their services to these Funds or other investment companies. However, as part of the affiliated group, we may receive indirect benefits from such compensation through our parent company. We (and/or Stifel) may limit the purchase of such products in some Advisory Programs at any time, in our discretion. If allowed in an eligible Program, we rebate the value representing the prorated fee or other compensation received by our Affiliated Adviser in connection with investment products held in Client retirement accounts. We may also, in our discretion, decide to provide similar rebates to non-retirement accounts in certain (but not necessarily all) Programs. However, we generally will not provide rebates for products held by non-retirement accounts in our non-discretionary Programs. Clients entitled to a rebate should note, however, that such rebates are determined retroactively, based on the value of the product (e.g., Fund shares) in the Client account as of a pre-determined date (typically, at month-end), and are paid a quarter or more in arrears (without interest). Moreover, Stifel’s process only reviews whether an affiliated product is held in Advisory accounts as of the beginning of the month and, thereafter, assumes that each such product is held (or not held) in the account(s) for the remainder of the month. As such, an eligible Advisory account that purchases an affiliated product in the middle of the month will not receive any rebate for that month and, similarly, an eligible Advisory account that sells an affiliated product in the middle of the month will receive a rebate for the entire month even though the position was only held for part of the month.

Funds generally are sold by prospectus only. The prospectus contains important information about the specific Fund being offered and should be reviewed carefully before investing. Although paid by a Fund company (or its distributor or other affiliated person), any compensation set forth above that we receive from Funds is derived, directly or indirectly, from fees that investors pay to the Fund. The amount of compensation received will vary depending on Stifel’s arrangement with the applicable Fund. Each Fund’s prospectus typically describes the amount of compensation to be paid for specified services provided to its shareholders. If such payments are received in connection with shares held in Advisory accounts, the Fund companies will continue to pay us for such shares for the duration of the Advisory arrangement and, in some circumstances, may extend payments beyond the termination of the Advisory Agreements if Clients continue to hold Fund shares

through brokerage accounts held at Stifel. A listing of the types and ranges of compensation that we receive from various Fund companies is available under the Important Disclosures section of [www.stifel.com](http://www.stifel.com). We highly encourage all Clients to review this information carefully.

*As set forth above, our firm or Stifel receive additional compensation discussed above from Funds relating to shares held in an Advisory account, we generally will rebate any omnibus, networking, and/or revenue share payments received to retirement accounts. For all other additional compensation, unless specifically stated above in the discussion of the type of compensation, we and/or Stifel retain any such compensation received and do not rebate any portion thereof to the Clients. For cases where we rebate all or a portion of the compensation to the Client, such rebates are provided only to the extent the compensation is attributable to the period after the effective date of the Advisory arrangement for the account. Furthermore, we reserve the right to offset from the rebated amount, the value of our actual costs to provide the services to the accounts for which we are being paid by the applicable Fund.*

#### **Interest and Similar Fees**

To the extent that the automatic sweep option for available cash in a Client's taxable account is set to one of Stifel's insured bank deposit programs, we may (depending on the type of account) receive fees from participating banks in the program in connection with such Client funds. The fees (if any) that we receive are intended to, among other things, reimburse for the costs that we incur in connection with such program. However, from time to time, the fees that we receive and retain may be more or less than the actual costs incurred.

As discussed elsewhere in this brochure, we do not allow Advisory accounts to use margin except in limited circumstances. With respect to any such margin transactions, Client that are specifically approved to engage in such margin transactions should note that we charge interest on the amount borrowed and, if the proceeds are used to purchase securities in the Advisory account, Advisory Account Fees for the account are based on the market value of the account without regard to the amount borrowed. *Neither our firm nor Stifel reduces Advisory Account Fees or commissions by the value of any interest or similar payments that received from Clients in this regard.* Each Client is strongly advised to carefully review the impact (including the long-term effects) that each of these practices will have on their overall account.

Finally, to the extent that a Client uses Advisory assets as collateral for loans taken from our affiliated bank ("Credit Line Loans"), we and/or Stifel typically receive a fee (expressed as a percentage of the outstanding loan balance) from the affiliated bank for the duration of the loan. A portion of any such fees received is paid to the Financial Advisor. These payments present a material conflict of interest for us, as they create a financial incentive for the Financial Advisor to recommend such Credit Line Loans on the basis of the additional compensation to be received. Additional information about Credit Line Loans is provided under the section "Brokerage Practices" below.

#### **Float**

As set out in the section "Cash Sweep Program" below, if we serve as custodian of a Client account, un-invested cash in the account is generally swept in accordance with the option selected by the Client. However, as part of Stifel's custody services to our Clients, Stifel retains a proportionate share of any interest earned on aggregate cash balances held in an Advisory account that are awaiting investment (including funds from transfers into the account and assets pending distribution from the account). Such retained interest is generally at Federal Funds rate. The potential receipt of float income creates a material conflict of interest when our Financial Advisors provide Clients with a recommendation because funding of an Advisory account may result in additional compensation for us depending on the timing of the transfer of assets to the account. For example, if Stifel receive the cash after the close of business on a day in which the NYSE was open, Stifel may earn interest or receive other benefits through the end of the second following business day.

#### **Insurance Commissions**

In addition to being a dual registrant, our firm is also licensed as an insurance agency with various states. Some of our Financial Advisors are licensed as insurance agents and, in such capacity, are able to offer various insurance products to Clients and effect the resulting insurance transactions for separate and customary commission compensation. Clients that determine to purchase insurance products offered by our Financial Advisors should note that such products will not be held in our Advisory accounts, and will not be part of the Advisory arrangement with such Client. Our firm receives a portion of any commissions that the issuing insurance company pays with respect to insurance products sold by our Financial Advisors.

#### **Non-Cash Compensation**

Subject to the firm's policies, Financial Advisors may receive non-cash compensation in the form of occasional gifts, meals, tickets, and/or other forms of entertainment from third parties; including mutual fund companies (or their agents and affiliates), third-party Advisers, insurance vendors, and/or sponsors of products that we make available for purchase to our Clients.

#### **General Disclosure on Conflicts of Interest**

As set forth above, the additional compensation associated with the Programs and/or investments described in the preceding section, to be paid to and retained by Stifel and/or one or more of its affiliates (and which may be shared with your Financial Advisor), may present a conflict between the interests of Clients on the one hand and those of Century, Stifel and our affiliates as well as your Financial Advisor on the other. This additional compensation may provide an incentive to our firm, Stifel and/or your Financial Advisor, in exercising discretion or making recommendations for your account, to choose or recommend investments that result in higher compensation to Century, Stifel, your Financial Advisor, and/or affiliates of Stifel. For example, for certain Programs, your Financial Advisor will receive a portion of the fee that we retain after paying, as applicable, the Adviser its portion of the Advisory fee. *As a result, our Financial Advisors may have an incentive to recommend Advisory Programs in which the fee is not shared with an Adviser (e.g., Solutions Program) in order to receive a higher*

*portion of the fee.* Additionally, for those Programs in which Stifel pays a portion of the Advisory Account Fee to Advisers, which tends to be less if Stifel trades the Portfolio internally than if it is traded by Advisers (referred to as “Manager-Traded Portfolios”), Clients should note that their Financial Advisor may have an incentive to recommend Portfolios that are traded by Stifel (referred to as “MBT Portfolios”) in the applicable Programs over Manager-Traded Portfolios, or Portfolios where the related Product Fee is low, in order to retain a larger portion of the fee. Finally, even where a Client is not charged a separate Stifel Fee or direct commission in connection with an investment with respect to which Stifel has a compensation arrangement with the product sponsor, a Financial Advisor may still have an incentive to recommend the investment if the compensation received from the product sponsor is higher than the Stifel Fee or direct commission that would otherwise have been charged in connection with the investment.

In these circumstances, it is our (and/or Stifel’s) duty to determine that an investment made in your Account or recommended to you that results in such additional compensation is in your best interest based up on the information you have provided to us.

**It is important to note that** the services provided to you under some of the Advisory Programs described above may be obtained on an unbundled basis and may result in overall lower costs. You could use a non-discretionary commission-based brokerage account instead of a fee-based investment advisory account, or a discretionary commission-based Advisory account. For example, if you selected a regular brokerage account, neither our firm nor Stifel would not provide any investment advisory or portfolio management services and would earn commissions (and their equivalents) for effecting transactions that you have specifically approved. As set forth above in the discussion of the Vantage Program, your Financial Advisor has complete discretion over the transactions in the Vantage account, including the frequency and amount of such transactions. If your Financial Advisor placed few transactions for your brokerage account, the revenue from your brokerage account would be less profitable to us than the amounts we (and Stifel) retain from the Advisory fee. Similarly, if you retain the ultimate decision-making authority over your account, as is the case with a regular brokerage account, you can control the volume and frequency of trades (and, therefore, the related transaction costs) for your account. For all these reasons, it is important that you understand that Stifel and your Financial Advisor have a financial incentive to recommend an Advisory Program to you over other Programs or services. **You are responsible for determining whether an Advisory Program, including the transaction-based discretionary Program (i.e., Vantage), is appropriate for you. In that regard, you should understand the investment strategy you have selected, the types of investments to be made, and the amount of anticipated trading activity in assessing the overall cost of the Program.** Relative transaction infrequency could have a bearing on whether an asset-based fee account or a discretionary commission-based account is more appropriate for you than a non-discretionary commission-based account.

## PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Century does not charge performance-based fees.

## ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

The Advisory services offered in this Brochure are available to a variety of Clients, including individuals, corporations, institutions, pension or profit sharing plans, employee benefit plans, trusts, estates, charitable organizations, other business and government entities, educational institutions, and banks or thrift institutions. However, please note that not all types of investors are eligible for each Program or Portfolio within a Program.

### Program Minimums

The following minimum account sizes are generally required to open an account in the Programs outlined in this brochure. Specific minimums may vary depending on the investment strategy selected by the Client and exceptions to the stated minimums can be granted in our firm’s and Stifel’s discretion.

- Vantage Program: \$50,000
- Summit Program: \$1,000,000

As set forth elsewhere in this brochure, we offer our Clients access a number of Stifel wrap fee Advisory programs; the account minimums for these Programs are set out in a separate brochure that is available upon request.

*Clients should contact their Financial Advisor for more information on account and investment minimums.*

## METHODS OF ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF LOSS

Stifel’s Traditional Products Working Group (the “TPWG”) is responsible for the analysis, selection and onboarding of the mutual funds, ETFs and Advisers (including their specific Portfolios) to be made available on our platform. Stifel’s Traditional Products Research Group (the “TPRG”) is represented on the TPWG and provides due diligence, as requested, in support of such onboarding considerations. In selecting mutual funds and/or ETFs to be made available for purchase broadly, the TPWG (considers many factors, including, but not limited to, a fund’s investment objectives and style, long-term performance records, volatility and risk levels, tracking error, and annual expense ratios (i.e., costs). From time to time, select mutual funds, ETF and/or Portfolios from the broad universe of those that are approved become part of our Mutual Fund Recommended List, ETF Recommended List and/or SMA Recommended List as applicable. The Recommended Lists contain products that, in the opinion of our due diligence staff, are among the strongest offerings of their product type available at Stifel.

Additional information about factors considered in selecting Advisers, Portfolios or other investments to be including on the Stifel Recommended Lists is provided under the section

“Portfolio Management Selection and Evaluation” in our Wrap Fee Brochure.

In determining the appropriate allocations for our Client accounts and in the cases where a Financial Advisor is directing and/or recommending specific securities or investments, our Financial Advisors generally use information obtained from various sources including financial publications, inspections of corporate activities, company press releases, research material prepared by affiliates and/or third parties, rating or timing services, regulatory and self-regulatory reports, and other public sources. In addition, Financial Advisors also use research provided by Stifel’s research department, Stifel’s internal product specialists and/or from other sources relating to a broad range of research and information about the economy, industries, groups of securities and individual companies, statistical information, market data, accounting and tax law interpretations, political developments, pricing and appraisal services, credit analysis, risk measurement analysis, performance analysis, and other information which may affect the economy or securities prices. The research used may be in the form of written reports, telephone contacts, and personal meetings with research analysts, economists, government representatives, and corporate and industry spokespersons. Additional information about the various research sources that our Financial Advisors may use in connection with Advisory accounts is provided below under the section “**Brokerage Practices – Research and Other benefits.**” Our Financial Advisors may use any and/or a combination of fundamental, technical, quantitative, and statistical tools and valuation methodologies. The use of these different methodologies may result in technical or quantitative research recommendations that differ from, or be inconsistent with, fundamental opinions for the same security.

Important issues and valuation measures that Financial Advisors may consider when selecting specific equity securities for Advisory accounts may include, but are not limited to, dividend return, ratio of growth rate to price/earnings multiple, ratio of market price to book value, market capitalization to revenue ratio, relative strength, management capability and reputation, corporate restructuring trends, asset value versus market value, and other fundamental and technical analysis. With respect to fixed income securities, Financial Advisors assist the Client to determine, or recommend to the Client, the appropriate type of security (government, corporate, or municipal), the appropriate maturity and diversification, and the appropriate parameters that will apply to the fixed income securities to be purchased for a Client account.

In general, our Advisory services typically combine strategic asset allocation and periodic rebalancing to grow and/or preserve principal. Our Financial Advisors generally assist Clients in designing investment portfolios with a long-term perspective, and periodically rebalance (or recommend rebalancing) the investment portfolios to manage risk, as they deem appropriate. Clients should refer to each Program and Portfolio description for a more information (where available) of the investment strategies and methods of analysis used in connection with such Program or Portfolio.

### **Risk of Loss**

Clients should understand that all investment strategies and the investments made when implementing those investment strategies involve risk of loss and clients should be prepared to bear the loss of assets invested. The investment performance and the success of any investment strategy or particular investment can never be predicted or guaranteed, and the value of a client’s investments fluctuates due to market conditions and other factors. Past performance of Advisory accounts is not indicative of future performance.

Our Financial Advisors may recommend a wide array of investments or Portfolios that similarly invest in a wide array of investments. In general, each Program and/or Portfolio covers a wide range of securities. As such, the specific type(s) of risks that each Client will be exposed to will vary depending on the particular Program and/or Portfolio in which the Client is enrolled, as well as the investments held in the Client’s Advisory account. Neither our firm nor Stifel offers any guarantees that any of the investment recommendations made with respect to the Programs will be profitable. Moreover, Clients should note that past performance is not a guarantee of future results.

### **Material Risks**

For the Portfolios listed above, equities, ETFs, mutual funds, options and fixed income securities are the primary investments. Clients should always read the prospectus and other offering documents (or, in the case of a recommendation to invest with an Adviser, the Adviser’s Form ADV Part 2A) for a full description of risks associated with the particular investment. Clients are urged to consider all of the risks associated with the types of transactions and securities being considered for an investment, as listed below, as well as any potential impact that engaging in any of the below transactions may have on an account’s overall performance.

The following material risks may also be applicable to Advisory accounts in the Programs covered in this brochure:

**Management Style Risks:** As set forth above, a number of the Stifel wrap fee Programs, including (but not limited to) Opportunity, Spectrum, Custom Advisory Portfolio, and Connect, are, or may be, managed or advised by Independent or Affiliated Advisers. In general, Stifel selects Advisers based on, among other things, their management style and performance track record. However, an Adviser’s past performance is not a guarantee of its future results; as such, its investment strategies may fail to produce the intended results. An Investment Manager may also determine to implement trades through Stifel that subject the Client account to additional costs, such as participation in syndicate offerings and other transactions. These additional costs may adversely affect account performance.

**Model-Based Trading Risks:** As set forth above, Stifel is responsible for trading certain Portfolios by Advisers in its wrap Programs, including in the Opportunity, CAP and Spectrum. When such Portfolios are provided by the Adviser, Stifel attempts to match the holdings, and to enter trades within the timeline and/or in the lots as may be directed by the Adviser; however, there may be time when Stifel is unable to execute

trades in the allocations or at the prices deemed ideal by the Adviser. There may also be times when Stifel is entirely unable to implement a recommendation due to restrictions applicable to Stifel in its capacity as a broker-dealer. For example, Stifel may not be able to purchase a security recommended by an Adviser because the security is the subject of a research report by one of Stifel's research analysts, or because Stifel is involved in investment banking activities with the issuer of the security. Additionally, there may be times when Stifel receives trade instructions from more than one Adviser relating to the same security during the same day. Because Stifel's policy is to execute trades as promptly as possible after receipt from an Adviser and, to the extent possible, in the order received, Stifel will not always be in a position to aggregate trades from multiple Advisers into a single block which may get better execution. As a result, different Client accounts Portfolios across various Programs may receive different intra-day prices even where such accounts have traded in the same security for the day. There may also be times when Stifel is obligated to purchase a security for an MBT Portfolio on the same day that it is selling the security for another MBT Portfolio or other Program. Finally, Advisers that provide MBT Portfolios generally also manage similar Portfolios directly, and also may provide the same Portfolios to multiple sponsor firms. This means that when changes are made to such MBT Portfolios and disseminated to Stifel, similar changes also are disseminated to multiple sponsor firms, each of whom will attempt to implement such changes as soon as they are received, which will generally result in increased demand for the specific securities covered by such Portfolios, which generally will increase the price at which each such security may be bought (or decrease the sale price, as the case may be). Clients should note that this may, in turn, adversely affect the performance of their accounts. Based on all of the foregoing, Clients investing in Portfolios traded by Stifel based on Adviser recommendations should understand that the performance returns achieved by their accounts may differ (at times significantly) from the performance of the Portfolio as reported by its Adviser.

**Investment Company Securities Risks:** A number of Portfolios on the Stifel Advisory platform are heavily invested in mutual funds. In addition, Advisory accounts may invest in other investment companies, including ETFs, UITs, and/or closed-end funds. Each fund in a Portfolio may be subject to a variety of risks, depending on its investment strategies and/or the securities held by the fund. For example, mutual funds that primarily hold a portfolio of small capitalization companies will be subject to small capitalization risks, which may include increased volatility and decreased liquidity (relative to large capitalization companies). Each of these investments is subject to internal fees, which affect its net asset value and reduce the return that a Client will realize with respect to the investment.

**Exchange Traded Product Risks:** Exchange Traded Products (ETPs) are types of securities that derive their value from a basket of securities such as stocks, bonds, commodities or indices, and trade intra-day on a national securities exchange. Generally, ETPs take the form of ETFs or Exchange Traded Notes (ETNs). ETFs are discussed above under Investment Company Securities; ETNs are senior unsecured debt obligations of an issuer, typically a bank or another financial institution;

however, ETNs are not categorized as typical fixed income products.

A number of Portfolios in our Programs may invest in non-traditional ETPs. Non-traditional ETPs employ sophisticated financial strategies and instruments, such as leverage, futures, and derivatives, in pursuit of their investment objectives. Leveraged and inverse ETPs are considered risky. The use of leverage and inverse strategies by a fund increases the risk to the fund and magnifies gains or losses on the investment. You could incur significant losses even if the long-term performance of the underlying index showed a gain. Typically, these products have one-day investment objectives, and investors should monitor such funds on a daily basis. Non-traditional ETPs are generally categorized as leveraged, inverse, or leveraged-inverse:

- *Leveraged* – Uses financial derivatives and debt to multiply the returns of an underlying index, commodity, currency, or basket of assets. Leveraged ETPs may include the terms “double,” “ultra,” “triple,” or similar language in their security name/description
- *Inverse* – Uses various derivatives to seek to profit from the decline in the value of an underlying index, commodity, currency, or basket of assets; used typically to hedge exposure to downward markets. Inverse ETPs may include the term “contra,” “short,” or similar language in their security name/description.
- *Leveraged-Inverse* – Uses swaps, futures contracts, options, and other derivative instruments to seek to achieve a return that is a multiple of the opposite performance of the underlying benchmark or index. Leveraged-inverse ETPs may include a combination of leveraged and inverse terms such as “ultra short” in their security name/description.

Non-traditional ETPs are complex products that have the potential for significant loss of principal and are not appropriate for all investors. Investors should consider their financial ability to afford the potential for a significant loss. These products seek investment results for a single day only. The effect of compounding and market volatility could have a significant impact upon the investment returns. Investors may lose a significant amount of principal rapidly in these securities. Non-traditional ETPs may be volatile under certain market conditions. Investors holding non-traditional ETPs over longer periods of time should monitor those positions closely due to the risk of volatility. Non-traditional ETPs are focused on daily investment returns, and their performance over longer periods of time can differ significantly from their stated daily objective. Investors may incur a significant loss even if the index shows a gain over the long term. Non-traditional ETPs use a variety of derivative products in order to seek their performance objectives. The use of leverage in ETPs can magnify any price movements, resulting in high volatility and potentially significant loss of principal. Non-traditional ETPs may suffer losses even though the benchmark currency, commodity, or index has increased in value. Investment returns of non-traditional ETPs may not correlate to price movements in the benchmark currency, commodity, or index the ETP seeks to track. Some non-traditional ETPs may have a low trading volume, which could impact an investor's ability to sell shares quickly. Non-



traditional ETPs may be less tax efficient than other ETPs. As with any potential investment, an investor should consult with his or her tax advisor and carefully read the prospectus to understand the tax consequences of non-traditional ETPs.

**Fixed Income Securities Risks:** A number of Portfolios and/or Financial Advisors may invest in a variety of fixed income securities. Fixed income securities are subject to credit risk, interest rate risk, and liquidity risk. Credit risk is the risk the issuer or guarantor of a debt security will be unable or unwilling to make timely payments of interest or principal or to otherwise honor its obligations. Interest rate risk is the risk of losses due to changes in interest rates. In general, the prices of debt securities rise when interest rates fall, and the prices fall when interest rates rise. Duration risk measures the change in the price of a fixed-income security based on the increase or decrease in the overall interest rates. Bonds with higher duration carry more risks and have higher price volatility than bonds with lower duration. Therefore, if interest rates are very low at the time of purchase of the bonds, when interest rates eventually do rise, the price of such lower interest rate bonds will decrease, and anyone needing to sell such bonds at that time, rather than holding them to maturity, could realize a loss. High-yield debt securities (junk bonds) generally are more sensitive to interest rates. Such securities are also highly subject to liquidity risk. Liquidity risk is the risk that a particular security may be difficult to purchase or sell and that an investor may be unable to sell illiquid securities at an advantageous time or price. There are also special tax considerations associated with investing in high-yield securities structured as zero coupon or pay-in-kind securities. Municipal bonds are also subject to state-specific risks, such as changes in the issuing state's credit rating, as well as the risk that legislative changes may affect the taxable status of such bonds. Municipal bonds may also have a call feature, entitling the issuer to redeem the bond prior to maturity. A callable security's duration, or sensitivity to interest rate changes, decreases when rates fall and increases when rates rise because issuers are likely to call the bond only if the rates are low. Investors in callable bonds are therefore subject to reinvestment risk – that is, the risk that they will need to reinvest their proceeds at lower rates. Investments in government-sponsored entity securities also exhibit these risks, although the degree of such risks may vary significantly among the different government-sponsored entity securities. Some securities issued or guaranteed by U.S. government agencies or instrumentalities are not backed by the full faith and credit of the U.S. and may only be supported by the right of the agency or instrumentality to borrow from the U.S. Treasury.

**Derivatives Risks:** Depending on the Clients' risk tolerance, investment objectives and other applicable factors, our Financial Advisors may recommend derivative transactions, including, but not limited to, hedge funds, options and managed futures products, for any purpose consistent with the Portfolio and/or the Client's investment objective. Generally, a derivative is a financial arrangement, the value of which is derived from, or based on, a traditional security, asset, or market index. Such transactions may be used for several reasons, including hedging unrealized gains. Hedging strategies, if successful, can reduce the risk of loss by offsetting the negative effect of unfavorable price movements in the investments being hedged. However,

hedging strategies can also reduce the opportunity for gain by offsetting the positive effect of favorable price movements in the hedged investments. A Portfolio or other accounts in a Program may also use derivative instruments to obtain market exposure (that is, for speculative purposes rather than hedging). A Portfolio may establish a position in the derivatives market may be used as a substitute for buying, selling, or holding certain securities. The use of derivative transactions is a highly-specialized activity that involves investment techniques and risks that may be more heightened than those associated with ordinary portfolio securities transactions. Portfolios or other accounts in various Programs may also engage in short selling. A short sale involves the sale of a security that is borrowed. Short sales expose a Client's account to the risk that it will be required to acquire, convert, or exchange securities to replace the borrowed securities (also known as "covering" the short position) at a time when the securities sold short have appreciated in value, thus resulting in a loss. An account's investment performance may also suffer if required to close out a short position earlier than initially anticipated. In addition, an account may be subject to expenses related to short sales that are not typically associated with investing in securities directly, such as margin account maintenance costs. Each Client is urged to carefully consider the impact that engaging in any of these transactions will have on the account's overall performance.

**Alternative Investments Risks:** A number of Portfolios and/or Financial Advisors may invest in a variety of alternative investments. Alternative investments, including (but not limited to) private investment funds (such as hedge funds or private equity funds), alternative mutual funds, non-traditional ETFs managed futures and/or real estate (related) investments may also present unique risks, such as decreased liquidity and transparency, and increased complexity. Alternative investments typically use derivative instruments (such as, options, futures, or index-based instruments) and/or leveraging strategies. The use of derivative instruments involves multiple risks, including those discussed in more detail above. In addition, to the extent that the alternative investment uses commodities (or commodity-based derivatives) as part of its investment strategy, the investment return may also vary as a result of fluctuations in the demand and supply of the underlying commodities. Real estate-related investments will be subject to the risks generally relating to real estate, including risks that may be specific to the geographic areas in which the underlying investments were made. Certain alternative investments may be less tax efficient than others. Each alternative investment is typically subject to internal fees (including, but not limited to management and/or performance fees), which affect the product's net asset value and reduce the return that a Client will realize with respect to the investment.

Additional risks may include style-specific risk, speculative investment risk, concentration risk, correlation risk, credit risk and lower-quality debt securities risk, equity securities risk, financial services companies' risk, interest rate risk, non-diversification risk, small- and mid-cap company risk, and special risks of mutual funds and/or ETFs, among others.

**Tax-Exempt Securities Risks:** Our Financial Advisors may recommend tax-exempt securities, including (but not limited to)

municipal bonds as well as tax-exempt mutual funds and ETFs. In order to attempt to pay interest that is exempt from federal or state and local income tax, tax-exempt securities must meet certain legal requirements. Failure to meet such requirements may cause the interest received and distributed to shareholders to be taxable. In addition, income from one or more municipal bonds held in the Portfolio could be declared taxable because of unfavorable changes in tax or other laws, adverse interpretations by the Internal Revenue Service (“IRS”), state, or other tax authorities, or noncompliant conduct of a bond issuer. Changes or proposed changes in federal or state income tax or other laws may also cause the prices of tax-exempt securities to fall. Finally, income from certain municipal bonds may be subject to the alternative minimum tax (“AMT”) and/or state and local taxes, based on the investor’s state of residence. In addition, as discussed in more detail under the section Cash Sweep Options below, idle cash in Advisory accounts held at Stifel, including accounts invested in “tax-exempt” Portfolios, is typically swept into one of Stifel’s insured bank cash sweep programs. Any interest earned by the Client in respect of such cash balances will not be exempt from taxes.

**Foreign Securities Risks:** From time to time, our Financial Advisors may recommend investments in foreign securities, directly or through funds that hold a portfolio of foreign securities. Foreign securities can be more volatile than domestic (U.S.) securities. Securities markets of other countries are generally smaller than U.S. securities markets. Many foreign securities may also be less liquid than U.S. securities, and are typically subject to currency risk. Some foreign securities also may be subject to taxes and other charges imposed by the issuer’s country of residence or citizenship. Certain foreign securities may be subject to additional costs and risks, including additional commissions, clearing charges and/or custodial fees by the foreign custodian or other financial institutions involved in clearing the foreign trade. As set forth elsewhere in this brochure and/or in the Advisory Agreement, such taxes and charges are in addition to (i.e., are not included in) a Client’s account fees. All these factors could affect a client’s realized return on the investment.

**Frequent Trading and Portfolio Turnover Rate Risk:** The turnover rate within certain discretionary Advisory accounts (specifically, in the Vantage Program) may be significant. Frequent trades may result in high transactions costs, including substantial brokerage commissions, fees and other transaction costs. In addition, frequent trading (whether or not through trades away from Stifel) is likely to result in short-term capital gains tax treatment. As a result, high turnover and frequent trading in an Advisory account could have an adverse effect on the cost and, therefore, the return on the Advisory account.

**Infrequent Trading/Low Portfolio Turnover Rate Risk:** Certain Portfolios (such as fixed income Portfolios) and/or accounts in the Programs covered in this brochure may trade infrequently and experience low (in some cases extremely low) turnover. As set forth elsewhere in this brochure, wrap fees charged are intended to cover various services, including trade execution. We generally assume regular trading when we setting and/or approving Advisory Account Fees. If a specific Client experiences low turnover in the Client’s wrap account, the Client

may not realize the full benefit of the wrap fee paid with respect to such wrap account. Clients are encouraged to discuss the expected and/or historical level of trading with their Financial Advisor when evaluating the cost of a proposed or existing wrap account.

**Diversification Risk:** Certain Strategies or Portfolios within Stifel’s Advisory Programs may have concentration in specific asset classes, sectors, or individual securities which could result in increased exposure to the risks that can be attributed to those specific investments. Additionally, certain Portfolios may invest in a specific investment style. As a result, clients in these Portfolios may not have access to as wide a variety of management styles as clients in other portfolios. Clients may be invested in Portfolios that are primarily implemented using mutual funds and other funds that are managed by their affiliated companies, which may cause clients invested in these portfolios to only have access to the management style of the specific funds used to implement the Portfolio or Strategy.

**Dependence on Key Personnel:** In certain situations, we may rely heavily on certain key personnel of Stifel or our other affiliates, and/or the personnel of certain Advisers available on Stifel Advisory platform. The departure of any such key personnel or their inability to fulfill their duties may adversely affect the ability of an applicable Portfolio to effectively implement its investment program and, as a result, adversely impact the performance of the Advisory accounts enrolled in such Portfolio.

**Issuer Concentration Risk:** From time to time, a Financial Advisor (or a Portfolio) may take a significant position in a particular issuer; for example, a particular Financial Advisor’s Clients may, in the aggregate, own more than 5% of an issuer’s outstanding stock. Even where such position is spread among a number of Client accounts, the affected Clients will be more exposed to the issuer’s specific risk than where our firm’s (or Stifel’s) aggregate position in the issuer is insignificant and/or immaterial. Such large positions may also affect the liquidity of the investment because we and/or Stifel may not be able to completely liquidate within the timeline or at a desired price if we own more than the typical daily trading volume. We are required by applicable regulations to disclose ownership of more than 5% of the total outstanding shares of certain equity securities held in the discretionary accounts. There are no similar disclosure requirements to the extent the positions are held in non-discretionary Client accounts. Clients are therefore encouraged to discuss these risks with their Financial Advisor when considering the Financial Advisor’s investment recommendations.

## DISCIPLINARY INFORMATION

On January 9, 2014 Century entered into an Acceptance, Waiver and Consent with FINRA to settle allegations that, among other things, (i) the firm allowed certain of its registered representatives to recommend nontraditional ETFs to customers without such representatives conducting adequate due diligence on the recommended products, (ii) the firm did not provide

adequate formal training to its representatives or their supervisors regarding nontraditional ETFs before permitting such persons to recommend or supervise the sale of nontraditional ETFs to customers, and (iii) the firm failed to establish and maintain a supervisory system of controls, including written procedures, specifically tailored to address the unique features and risks associated with nontraditional ETFs, or one that was reasonably designed to ensure that the sale of such nontraditional ETFs complied with applicable securities laws and regulations. The firm consented to a regulatory censure, a fine of \$100,000 and restitution to the 6 affected customers in the amount of \$136,485.

## **OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

As set forth above, similar to Stifel, our firm is dual registered as an investment adviser and a broker-dealer, and is also a licensed insurance agency with various states. We also have a number of affiliates that are registered as investment advisers or broker-dealers (or both), including Stifel which acts as sponsor to the Programs (and portfolio manager for certain Portfolios) covered in this brochure. In addition to being registered representatives of Century, some of our management persons may be registered representatives of these affiliated broker-dealers, including Stifel. Similarly, some of our management persons may be management persons of our affiliates, including Stifel and/or Affiliated Advisers. Finally, some of our management persons may be licensed to practice law in various states. These individuals do not provide legal services to Clients. Our parent company, Stifel Financial Corp., is a publicly traded company (ticker: SF). We generally prohibit our Financial Advisors from purchasing our parent company securities in Client Advisory accounts.

The following affiliates may be involved, directly or indirectly, in the Advisory services provided to Clients in the Programs covered in this brochure:

***Affiliated Investment Advisers and Broker-Dealers*** – As set forth above, the Programs offered in this Brochure generally are available to our Clients as a result of our arrangement with Stifel. In addition to serving as Investment Manager with respect to certain Programs in this Brochure, Stifel serves as clearing broker for all transactions in Client accounts, as well as custodian of all Client assets held at Stifel. Stifel also has a number of arrangements with our other Affiliated Advisers and broker-dealers applicable to Clients enrolled in the Programs covered in this Brochure. As of the date of this brochure, our Affiliated Advisers included Ziegler Capital Management, LLC (“Ziegler”), 1919 Investment Counsel, EquityCompass, and WCA. These Affiliated Advisers provide Model Portfolio and/or manage Portfolios on a discretionary basis in a number of the Programs. We have a conflict of interest when our Financial Advisors recommend Affiliated Advisers rather than Independent Advisers since any fees received by an Affiliated Adviser remain within the Stifel umbrella and may have a positive impact on the performance of our parent company stock (of which the Financial Advisor is likely a shareholder).

Moreover, our Financial Advisors may develop close personal relationships with employees and associated persons of our Affiliated Advisers and, as a result, may have an incentive to recommend such Affiliated Advisers over Independent Advisers. To mitigate this risk, we do not pay our Financial Advisors on the basis of recommendations of Affiliated Advisers or other affiliated products. In addition, Stifel pays our Affiliated Advisers in the same range as Independent Advisers (i.e., the Product Fee to utilize the services and/or Portfolios of Affiliated Advisers is comparable to the Product Fee associated with Independent Advisers).

***Affiliated Trust Companies*** – Our affiliated trust companies, Stifel Trust Company, N.A. and Stifel Trust Company Delaware, N.A., each provide personal trust services (including serving as trustee or co-trustee, or custodian) for individuals and organizations. From time to time, as trustee or co-trustee, these trust affiliates may open an Advisory account with us. In such cases, the fees charged by our trust affiliates are structured in a manner that is consistent with applicable fiduciary principles.

***Keefe, Bruyette & Woods (KBW)*** – Our Financial Advisors may, from time to time, use research provided by our affiliate, KBW, in connection with the services provided to Clients with Advisory accounts. Clients are not charged for the value of such research; Stifel does not use KBW to execute Client trades or otherwise provide services to Client accounts.

***Affiliated Mutual Funds and Other Products*** – From time to time, Client assets may be invested in shares of mutual funds managed or sub-advised by our Affiliated Advisers. In each such case, the Affiliated Adviser either receives a management fee from the mutual fund, or receives compensation from the product or issuer or other related person of the fund as remuneration for the services provided that is based on client assets invested in the fund, including investments made through Programs covered in this brochure. Similarly, a number of our affiliates (including Affiliated Advisor) may also receive licensing and other fees from ETFs in connection with which the affiliate provides the constituent index or other services. Such licensing and other fees depend on the amount of assets invested in the ETF and the amounts of shares outstanding, including (but not limited to) investments made, and share held, through these Programs. Our affiliates may also issue or otherwise be associated with various other products, including brokered certificates of deposits, UITs and other products. Our Financial Advisors may recommend any of these products to our Clients and/or an Affiliated Adviser may purchase one or more of these affiliated products in a Portfolio made available in these Programs. We have a conflict of interest when our Financial Advisors recommend or purchase affiliated products to Clients since, to the extent any an affiliate receives additional compensation in connection with any such products, the compensation received ultimately has a positive impact on the performance of our parent company stock (of which the Financial Advisor is likely a shareholder). To mitigate such conflicts, we (and/or Stifel) may limit the purchase of such products in Programs where Stifel or our Financial Advisor, have investment discretion. For Programs where neither Stifel nor our Financial Advisors have discretion (and, therefore, affiliated products are allowed), we rebate the value representing

the prorated fee or other compensation received (if any) by our Affiliated Adviser in connection with affiliated products held in retirement accounts. We and/or Stifel may also decide to provide similar rebates to non-retirement accounts in certain Programs. However, we generally will not provide rebates for affiliated products held by non-retirement accounts in the non-discretionary Programs. Clients entitled to a rebate should note, however, that Stifel determines the rebates retroactively, based on the value of the product (e.g., fund shares) in the Client account as of a pre-determined date (typically, at month-end), and pays the rebates a quarter or more in arrears (without interest). Moreover, Stifel's process only reviews whether an affiliated product is held in Advisory accounts as of the beginning of the month and, thereafter, assumes that each such product is held (or not held) in the account(s) for the remainder of the month. As such, an eligible Advisory account that purchases an affiliated product in the middle of the month will not receive any rebate for that month and, similarly, an eligible Advisory account that sells an affiliated product in the middle of the month will receive a rebate for the entire month even though the position was only held for part of the month. Notwithstanding, some of the affiliated products may not have any imbedded fees that can be rebated back to the Client if such products are held in Client Advisory accounts; Clients should carefully consider any and all disclosures provided in connection with transactions in such products.

**Stifel Bank & Trust ("SB&T")** – In connection with the Stifel insured bank deposit programs offered as cash sweep options for our Client accounts (discussed below in the Section titled "Cash Sweep Options"), our affiliate, SB&T is either the sole participating bank, or one of the participating banks (and typically the first bank), into which idle cash swept from eligible Client accounts may be swept. From time to time, Clients may also have a direct relationship with SB&T and hold other personal deposit and/or bank accounts at SB&T in which case, such Clients are solely responsible for any customary fees that are charged with respect to such deposit or other bank accounts. Furthermore, as set forth under the section "Credit Line Loans" below, SB&T may compensate us in connection with Credit Line Loans that Clients hold at SB&T (based on the outstanding balance). Clients should therefore note that the Financial Advisor may have an incentive to recommend such Credit Line Loans and, as such, should carefully review the terms of any proposed Credit Line Loan prior to taking out any such Loan. Finally, SB&T may, from time to time, issue brokered certificate of deposits which we may determine to make available for purchase by our clients.

**Stifel Nicolaus Insurance Agency, Incorporated** – Our firm is licensed as an insurance agency in a number of states and, as such, is able to sell insurance products to clients directly. However, we may also sell insurance products through our affiliate, Stifel Nicolaus Insurance Agency, Incorporated. In such cases, the affiliate, and not our firm, will receive customary commissions paid by the insurance companies issuing Client policies. Financial Advisors who sell insurance products in such states typically are licensed as agents of the affiliate, and will receive a portion of the insurance commissions paid.

**Executive Tax Advisors, Inc.** – From time to time, this affiliate may provide tax services in conjunction with financial and wealth planning services or other Advisory services provided to certain Clients.

Each Client should note that each relationship set forth above creates a conflict of interest for our firm, Financial Advisors and/or Stifel. We (and Stifel) act as a fiduciary with respect to all Advisory services provided to our Clients. As a fiduciary, we take reasonable steps to ensure that all material conflicts are fully disclosed to our Clients.

## **CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS, AND PERSONAL TRADING**

### **Code of Ethics**

In addition to Stifel Financial Corp.'s Code of Ethics Policy, which is applicable to all Stifel personnel, our Advisory personnel are also subject to our Investment Advisory Code of Ethics ("IA Code of Ethics"). A copy of the IA Code of Ethics is available upon request. Set forth in the IA Code of Ethics are standards reasonably designed to promote honest and ethical conduct, comply with federal securities laws and governmental rules and regulations, maintain privacy of Client information, protect nonpublic information, and encourage associates to report any known violations. Such standards include placing Client interests first, avoiding any material or potential conflicts of interest, and ensuring that personal securities transactions are conducted appropriately. Compliance periodically reviews the IA Code of Ethics to ensure adequacy and effectiveness in complying with applicable regulations.

### **Participation or Interest in Client Transactions**

To the extent we execute transactions for Client accounts, Advisory transactions are routed to Stifel and typically executed on an agency basis. However, we (or Stifel) may trade with Clients and seek to earn a profit for our own (or Stifel's) account (such trades generally are referred to as "principal transactions"). Principal transactions are executed at prices and commission rates that we believe are competitive and in accordance with industry practice. Although we (or Stifel) may be able to provide a more favorable price to a Client if we (or Stifel) purchase from or sell to Stifel's inventory of securities, we generally are not able to engage in such transactions with Advisory accounts due to regulatory requirements, which require written disclosure and consent on a trade-by-trade basis. However, if the account is managed by an Independent Adviser who is directing the trade, Stifel may, as broker, trade from our inventory without having to obtain Client consent for the transaction. In addition, we do not permit Advisory accounts to purchase securities in syndicated offerings from any of our affiliates, including Stifel.

When permitted by applicable law and firm policy, we (or Stifel) may cause Client accounts to engage in cross and agency cross transactions. A cross transaction occurs when we (or Stifel) cause a Client account to buy securities from, or sell securities to, another Client, and neither our firm nor Stifel receives a commission from the transaction. We may (but are under no

obligation to) cause Client accounts to engage in cross transactions. An agency cross transaction occurs when we (or Stifel) act as broker for a Client account on one side of the transaction and a brokerage account or another Client account on the other side of the transaction in connection with the purchase or sale of securities by the Client account, and our firm (or Stifel) receives a commission from the transaction. We will have a potentially conflicting division of loyalties and responsibilities to the parties to cross and agency-cross transactions, including with respect to a decision to enter into such transaction as well as with respect to valuation, pricing and other terms. We have adopted policies and procedures in relation to such transactions and conflicts. However, there can be no assurance that such transactions will be effected in the manner that is most favorable to a Client account that is a party to any such transaction. Cross transactions may disproportionately benefit some Client accounts relative to other Client accounts due to the relative amount of market savings obtained by the client accounts. Cross or agency cross transactions are effected in accordance with fiduciary requirements and applicable law (which may include providing disclosure and obtaining client consent). To the extent such consent is provided in advance of the cross or agency cross transactions, Clients may revoke the consent at any time by written notice to our firm or their Financial Advisor, and any such revocation will be effective once we have received and have had a reasonable time to act on it.

Certain of our Financial Advisors may recommend securities of issuers that Stifel or our other affiliates have otherwise sponsored or promoted (including initial public offerings and other syndicated offerings). Client transactions in such offerings are required to be effected in brokerage accounts, not Advisory accounts. Clients who participate in such transactions should note, therefore, that neither Stifel nor the Financial Advisor is, in any way, acting as a fiduciary with respect to any such transactions. As associated persons of a registered broker-dealer, our Financial Advisors generally are prohibited from participating in these offerings. However, some of our affiliates may, for their own accounts or for accounts of their clients, take substantial positions in such securities. In such cases, the affiliate may indirectly benefit from our Financial Advisor's investment recommendations if (for example) the later purchase by our Client accounts of the securities (i.e., in the secondary market) causes the price of those securities to rise. In general, our policies (and Stifel's) prohibit personnel from sharing information relating to investments made for Client accounts with affiliates or other parties, unless such parties need to know such information in order to provide services to any affected Client accounts and such disclosure is permitted by law. To the extent that associated persons obtain information relating to investments by Stifel and/or an affiliate, such associated persons are prohibited from (i) passing such information to any other person who does not need to know the information in order to perform required duties, and (ii) using such information to benefit Financial Advisor or Client.

Our officers and/or employees (including our Financial Advisors) or those of Stifel may serve on the boards of companies in Clients' portfolios. In addition, our firm or affiliates may provide services to such portfolio companies.

The portfolio companies may compensate us (or our affiliates) for services with options to purchase stock or other equity interests of the portfolio companies. If an affiliate owns options or other securities issued by portfolio companies, a conflict of interest may arise between the timing of any exercise or sale of these options, and our (or Stifel's) decisions about the same portfolio securities for Client accounts. Neither our firm nor Stifel solicit such information from any affiliate.

Our firm, Financial Advisors and affiliates frequently have access to non-public information about publicly traded companies. When this occurs, our Financial Advisors (and therefore, their Client accounts) may be prohibited from trading an existing position at a time that would be beneficial to such Clients, resulting in investment losses or the failure to achieve investment gains. In other cases, we (or Stifel) may purchase or sell the securities of an issuer at a time when an affiliate or its employees have material non-public information about such securities or their issuers if the affiliates have not otherwise notified us of their possession of such information. Our affiliates and their respective employees have no duty to make any such information available to us, and neither our firm nor Stifel has any duty to obtain, and do not otherwise solicit, such information from our affiliates.

### **Personal Trading**

Our employees and affiliates may invest in any Advisory Programs that we make available to our Clients. Our written supervisory procedures are designed to detect and prevent the misuse of material, non-public information by employees. Century and its affiliates, directors, officers, stockholders, employees, and members of their families may have positions in and, from time to time, buy or sell securities that our Financial Advisors trade in or recommend to Advisory Clients. We prohibit transactions in our firm account(s) and accounts of associated persons in any security that is the subject of a recommendation of Stifel's Research department until the recommendation has been disseminated to Clients and a reasonable time has elapsed following the dissemination. Our directors, officers, and employees are prohibited from buying or selling securities for their personal accounts if the decision to do so is substantially derived, in whole or in part, by reason of their employment, unless the information is also available to the investing public or through reasonable inquiry. We (and/or Stifel) maintain and regularly review securities holdings in the accounts of persons who may have access to Advisory recommendations.

## **BROKERAGE PRACTICES**

### **About Our Brokerage Services**

Century's principal business in terms of revenue and personnel is that of an introducing securities broker. As an introducing broker, we execute securities transactions per Client instructions through Stifel as our clearing firm. As an integral part of the services offered, when providing brokerage services, Financial Advisors may assist Clients in identifying investment goals, creating strategies that are reasonably designed to meet those goals, and making suitable buy, hold, and sell recommendations

based on risk tolerance and financial circumstances. However, Financial Advisors do not make investment decisions on behalf of Clients and do not charge fees for incidental advice given when providing brokerage services. *Absent special circumstances, Financial Advisors are not held to fiduciary standards when providing brokerage services.* Legal obligations to disclose detailed information about the nature and scope of our business, personnel, commissions charged, material or potential conflicts of interests, and other matters, are limited when acting as a broker-dealer.

### **Our Responsibilities as a Broker**

As a broker, Century is held to the legal standards of the Securities Act of 1933, the Securities Exchange Act of 1934, FINRA rules, and state laws where applicable. Such standards include fair dealings with Clients, reasonable and fair execution prices in light of prevailing market conditions, reasonable commissions and other charges, and reasonable basis for believing that securities recommendations are suitable.

Brokerage clients pay commission charges on a per transaction basis for securities execution services in their brokerage accounts. Clients in the Vantage Program set forth in this brochure also pay commission charges on a per-transaction basis for the Advisory services provided by the Financial Advisor. However, unlike brokerage accounts, Financial Advisors in the Vantage Program exercise investment discretionary over the Client's Vantage accounts. Clients in all other Programs on the Stifel Advisory platform do not pay transaction-based commission charges to us or Stifel because (i) they either pay a wrap fee that covers execution, settlement and clearing services by Century and Stifel, or (ii) they hold their accounts with another financial institution and only receive investment consulting services with respect to those assets. See "Fees and Compensation" for more details about the Advisory Account Fees, including wrap fees for Programs that are covered in the Wrap Fee Brochure.

### **Execution of Transactions**

For Client accounts held at Stifel, we and/or Stifel typically execute trades for accounts in the Programs covered in this brochure to the extent we and/or Stifel have trading discretion. Stifel also self-executes if Investment Managers direct trades to Stifel. However, Stifel may determine to effect transactions through other broker-dealers if it determines, in light of all applicable factors, that executing through the other broker-dealer would provide better execution than would be the case if we self-executed. Investment Managers in the following Stifel wrap Programs have discretion to effect trades on behalf of clients through broker-dealers other than Stifel: Opportunity, Horizon (Dual Contract), and IMC Programs. An Investment Manager in these Programs may trade away if it determines, in its sole discretion, such trades would be in the best interests of its clients, such as to satisfy its best execution obligations. As set forth above, Clients in these Programs pay fees to Stifel and, as applicable, the Investment Manager for services, which include costs related to transactions in Client accounts effected through Stifel. However, for all transactions executed through other broker-dealers, Clients will likely, but will not necessarily, incur additional costs, such as commissions or markups/markdowns embedded in the price of the security that are **in addition to, and not included in**, the wrap fee. As such, Clients are separately responsible for any execution costs incurred in connection with such trades. These additional costs are not

reflected on client account statements; however, if the Investment Manager has provided the appropriate information to Stifel regarding such trades and the related additional costs, the information will be indicated on client trade confirmations, or on Client quarterly transaction confirmation reports provided to those Clients who have elected to suppress immediate trade confirmations.<sup>1</sup>

As Advisers, Investment Managers have a fiduciary obligation to act in the best interests of their advisory clients and are therefore required to seek to obtain "best execution" in effecting trades on behalf of such clients. Under the Advisers Act, "best execution" generally means executing transactions in a manner such that the client's total cost or proceeds are the most favorable under the circumstances. Although it is important for Investment Managers to seek the best price for a security in the marketplace and minimize unnecessary brokerage costs in satisfying its obligations, these are not the only factors used to determine whether the Investment Manager has satisfied its obligations. It is not an obligation to get the lowest possible commission cost, or to solicit competitive bids for each transaction, but rather, the Investment Manager should determine whether the transaction represents the best qualitative execution for its clients. In selecting a broker-dealer, Investment Managers should consider the full range and quality of services offered by the broker-dealer, including the value of the research provided (if any), execution capability, commission rate charged, the broker-dealer's financial responsibility, and its responsiveness. *It is also important to note that Stifel does not monitor, review, or otherwise evaluate whether an Investment Manager is satisfying its best execution obligations to clients.*

**Types of Securities Traded.** Investment Managers whose Portfolios consist primarily (or substantially) of fixed income securities, foreign securities (including ADRs or ordinary shares), ETFs, and/or small-cap securities are generally more likely to trade away from Stifel. This means that Clients investing in such Portfolios are more likely to incur execution costs in addition to the wrap fee paid to Stifel. Clients should, therefore, take these costs into consideration when selecting and/or deciding to remain invested in the affected Portfolios.

**Trade Aggregation.** Investment Managers typically manage wrap client accounts for multiple firms using the same strategy, and may also manage other directly sourced accounts side-by-side with wrap Client accounts. In certain cases, an Investment Manager may decide to aggregate transactions for clients in its Portfolios into a block trade executed through one broker-dealer, rather than separately through each participating firm (such as Stifel). Aggregating transactions into a single block may enable the Investment Manager to obtain a better price or additional investment opportunities for its clients, as well as allow the Investment Manager to exercise more control over the execution, including (for example) potentially avoiding an adverse effect on the price of a security that could result from simultaneously placing a number of separate, successive, and/or competing client orders.

<sup>1</sup> All other information shown does not reflect any additional execution costs resulting from trades executed through other broker-dealers.

### **Investment Managers' Historical Trading Away Practices.**

Stifel maintains a list of Investment Managers with trading discretion over Client accounts that have notified Stifel that they traded away from Stifel during the previous year – the list is typically available no earlier than the second quarter of the following year. The list includes the names of the applicable Portfolios, information about the trade-away practices of the Investment Manager for a particular Portfolio, and the average associated costs (if any) during the applicable year. The information is provided to existing investors in the affected Portfolios, as well as to Clients that enroll into each affected Portfolio after such information is available. However, the information contained in the list is based solely upon information provided to Stifel by each Investment Manager and is not independently verified by Stifel. As a result, Stifel does not make any representations as to the accuracy of the information presented. The information in the list regarding an Investment Manager's prior trade-away practices is not a guarantee that a particular Investment Manager will exercise or repeat the same practices in the future, in general, and/or with the same frequency. It is possible that Investment Managers could trade away more or less frequently, or at a higher or lower commission rate, fee, or other expenses, resulting in greater or lesser costs than those indicated. Individual Clients enrolled in the Portfolios noted may experience different results. Similarly, it is possible that Investment Managers that have not previously, or recently, traded away from Stifel will do so in the future.

*Additional information about an Investment Manager's brokerage practices, including the factors that the Investment Manager considers in satisfying its best execution obligations, which may vary according to the type(s) of securities traded, is contained in each Investment Manager's Form ADV Part 2A Brochure. Clients investing in our separately managed account Programs should review each Investment Manager's trading away practices before selecting, or while reviewing, the Investment Manager's Portfolios.*

Orders for most Advisory Programs are routed for agency execution. Neither Century nor Stifel imposes commissions (including markups or markdowns) on transactions that we execute for fee-based Advisory accounts (note that commissions, markups/markdowns will be imposed on Vantage account trades); however, as agency transactions, the broker on the other side of the transaction may charge a markup or markdown that may be equal to, or greater, than any markup or markdown Stifel would have charged if trade was executed in a principal capacity). Where permissible by applicable law (for example, in the Opportunity Program where an Adviser is directing the trade), Stifel may act as broker for the transaction and, at the same time, purchase and/or sell securities for a Client transaction from Stifel's inventory. Consistent with applicable regulations, such inventory trades are not considered "principal transactions" to the extent that an Investment Manager (not Century or Stifel) determines that purchasing the securities from Stifel inventory is in the underlying Clients' best interest.

On the execution end, Advisory account orders are generally treated with the same priority and procedural flow as non-advisory brokerage trades (except, such orders are not routed to Stifel market makers and may be done as a block order, which

may have different rules and priorities). Stifel generally uses automated systems to route and execute orders for the purchase and sale of securities for most Advisory accounts, unless directed by Clients to do otherwise. Stifel uses a reasonable diligence to ascertain the best markets for a security and to buy and sell in such markets so that the resultant price to the customer is as favorable as possible under prevailing market conditions. Certain large orders that require special handling may be routed to a market center for execution via telephone or other electronic means. Stifel regularly monitors existing and potential execution venues and may route orders in exchange listed or over-the-counter ("OTC") securities to other venues if it is believed that such routing is consistent with best execution principles. For equity securities, Stifel monitors the performance of competing market centers and generally routes orders to those that consistently complete transactions timely and at a reasonable cost and which normally execute at the national best bid or offer. Whenever possible, orders are routed to market centers that offer opportunities for price improvement through automated systems. Stifel executes mutual fund transactions for Advisory accounts through traditional omnibus vendors, or through clearing arrangements with other brokerage firms under so-called super-omnibus arrangements.

### **Aggregation of Trades in Advisory Portfolios**

To the extent possible, and in order to seek a more advantageous trade price, Stifel may (but is not required to) aggregate orders for the purchase of a security for the Accounts of several discretionary Program accounts for execution in a single transaction ("block trades"). However, Clients in the Solutions and Vantage Program should be aware that we do not require our Financial Advisors who manage Solutions and/or Vantage accounts to aggregate orders for Client accounts into block trades. As a result, Clients with accounts managed by the same Solutions and/or Vantage Manager (including, for example, in the same Portfolio) may receive different execution prices even when trading in the same security on the same day. When used, block trading generally allows us to execute equity trades in a timely, equitable manner. The related transaction costs are shared equally at an average price per share and on a pro rata basis between all accounts included in the block trade. Orders that cannot be filled in the same block trade or at the same average price are assigned to accounts in a manner that ensures no bias towards any Client. This practice does not ordinarily affect or otherwise reduce fees, commissions, or other costs charged to Clients for these transactions, but may provide price improvement. A partial fill of a block trade may be allocated among Client accounts randomly, pro rata, or by some other equitable procedure. In certain cases, Advisers on Stifel's Advisory platform may use computer systems that allocate purchase and sale transactions either on a random or pro rata basis. In any case, Clients may pay higher or lower prices for securities than may otherwise have been obtained.

In connection with the handling of block orders for accounts held at Stifel, Stifel may engage in hedging, offsetting, liquidating, facilitating, or positioning transactions ("risk-mitigating transactions") that may occur at the same time or in advance of a client order, and these activities may have impact on market prices. Beyond these risk-mitigating transactions, Stifel and/or its affiliates will refrain from any conduct that

could disadvantage or harm the execution of client orders or that would place Stifel's financial interests ahead of clients.

Unless Stifel is informed in writing ("opt out"), Stifel will conclude that clients understand that Stifel may engage in risk-mitigating transactions in connection with client orders and will conclude that clients have given consent to our firm and Stifel to handle block transactions as described above. Clients can contact their Financial Advisor for instructions on how to opt out.

#### **Execution and/or Custody through Unaffiliated Firms (Directed Brokerage)**

Clients in certain of the Programs covered in this brochure (i.e., Summit, Guidepost and Morningstar Program) generally select their own independent qualified custodian, who typically also acts as executing broker for transactions in the Client's account(s). Neither our firm nor our Financial Advisors provide advice or recommendations as to which third-party custodian a client should use. Rather, each Client must make an independent decision as to the specific independent custodian that will hold Client's assets. Clients that direct brokerage to a particular independent broker should note that we may be unable to achieve the most favorable execution of transactions for the account, and that this practice may result in higher costs to the Client. Fees for Advisory services are not covered, and if warranted, Clients are responsible for brokerage commissions, markups, markdowns, and/or other costs associated with transactions effected through or with unaffiliated broker-dealers. Additionally, our Advisory fees do not include, and Clients are solely responsible for, custodial services provided by unaffiliated financial institutions. Clients also are responsible for interest on debit account balances, the entire public offering price including underwriting commissions or discounts on securities purchased from underwriters or dealers involved in distribution of securities, exchange fees, regulatory fees, transfer taxes (including any foreign transaction taxes), and other fees required by law.

Neither Century nor Stifel assesses the reasonableness of commissions and other charges assessed by third-party brokers mandated by the Client. When securities can be traded in more than one marketplace, Client's independent custodian or clearing firm will generally use its discretion in selecting the market in which such orders are entered. Each affected Client should be aware that the clearing firm may receive remuneration, compensation or other consideration for directing orders to particular broker-dealers or market centers for execution (i.e., payment for order flow) and that Stifel generally does not participate in such arrangements.

#### **Payment for Order Flow**

Payment for order flow is defined as any monetary payment, service, property, or benefit that results from remuneration, compensation, or consideration to a broker-dealer from another broker-dealer in return for routing customer orders to that broker-dealer. While Stifel does not receive payment for order flow from other broker-dealers, Stifel does receive certain rebates for routing orders to the exchanges that execute such orders. The rebate varies on the order type.

#### **Trade Error Correction**

It is Century's policy that if there is a trade error for which Century and/or Stifel is responsible, trades will be adjusted or reversed as needed in order to put the Client's account in the position that it would have been in as if the error had not occurred. Errors will be corrected at no cost to Client's account, with the Client's account not recognizing any loss from the error. The Client's account will be fully compensated for any losses incurred as a result of an error. If the trade error results in a gain, we (or Stifel) will retain the gain.

We and/or Stifel offer many services and, from time to time, may have other Clients in other Programs trading in opposition to Century Clients' Advisory accounts. To avoid favoring one Client over another Client, Century attempts to use objective market data in the correction of any trading errors.

#### **Research and Other Soft Dollar Benefits**

Financial Advisors and Clients have access to research published by Stifel's research analysts ("Stifel Research"), the primary source of research used by our Financial Advisors. Subject to certain exceptions, we incorporate the insights and economic perspectives of Stifel Research, where appropriate, into our services to Clients. *Clients should be aware that we may have conflicts of interest in connection with research reports published.* Stifel and our other affiliates may have long or short positions, or deal as principal or agent, in relevant securities, or may provide Advisory or other services to issuers of relevant securities or to companies connected with issuers covered in research reports issued by Stifel Research. Stifel research analysts' compensation is not based on investment banking revenues; however, their compensation may relate to revenues or profitability of Stifel business groups as a whole, which may include investment banking, sales, and trading services. Financial Advisors also have access to proprietary models covering equities, fixed income, mutual funds, and municipal securities developed by Stifel's various business areas.

Our firm (and Stifel) may also use research obtained from other financial institutions, including our affiliate, KBW, as well as from other affiliated or unaffiliated broker-dealers and/or investment advisers. In general, we (and Stifel) seek third-party research that is in-depth fundamental corporate research to assist in providing Advisory services to clients. We do not use commission dollars from Program accounts to pay for research, but generally pay for such research using hard dollars. However, our Financial Advisors may obtain research from firms that make such research available because the firm provides also other products and services to us (for example, an Adviser on an Affiliate's platform may make its research reports available to our Financial Advisors). Clients should be aware that our (and Stifel's) receipt of these research services may present a conflict of interest by creating an incentive for us and/or Financial Advisors to recommend the investment products offered by the research provider firms (or by their affiliates). Neither our personnel nor Stifel's recommend products based on the value of research services received directly from a research provider or their affiliates. Research services are generally used to benefit all client accounts, whether or not such research was generated by the applicable client account. However, not all research services will be used for all



client accounts; the type of research used with respect to any one account will depend on, among other things, the types of investments that are deemed suitable for the account.

Finally, some of our Financial Advisors may also obtain research from other independent sources. Generally, such research is publicly available and the Financial Advisors do not pay extra to receive such research. However, in certain cases, Financial Advisors may pay for third party research which may be used in connection with services provided to Client Advisory accounts. In general, Stifel does not use any such financial institution in connection with trade executions in Client accounts.

### **Margin**

We do not allow the use of margin in Advisory accounts except in limited cases. For those Clients that are specifically permitted, the use of margin strategies will be limited to eligible non-retirement Advisory accounts held at Stifel. Notwithstanding the foregoing, we generally allow Clients to use the assets held in their Advisory accounts as collateral for margin debits held in non-Advisory accounts. *The use of leverage, or investing with borrowed funds, is generally not recommended in Advisory Programs;* however, it may be approved on an exception basis when specifically requested by individual Clients, or for use in specialized strategies. Certain eligibility requirements must be met and documentation in the form of a separate margin agreement must be completed prior to using leverage in an Advisory account. Only Clients can authorize the use of leverage in an Advisory account (that is, our firm, Financial Advisors and Stifel cannot use discretion to set up a margin arrangement or privileges for a Client's Advisory account, even in cases where the Client has granted investment discretion to these persons or entities). In making the decision to set up margin privileges for an Advisory account, it is important Clients understand the risks associated with employing margin strategies, the impact the use of borrowed funds may have on Advisory accounts, and how investment objectives may be negatively affected. Employing margin in Advisory accounts is a more aggressive, higher risk approach to pursuing investment objectives. Clients should carefully consider whether the additional risks are appropriate prior to employing margin strategies due to the increased potential for significantly greater losses associated with using margin strategies. The use of margin also involves higher costs; Clients pay interest to Stifel as clearing firm on the outstanding loan balance of their original margin loan. Furthermore, fees are calculated as a percentage of total assets in the account; therefore, employing margin strategies to buy securities in Advisory accounts generally increases the amount of, but not the percentage of, fees. *This results in additional compensation to us. The amount of the margin loan is not deducted from the total value of the investments when determining account value for purposes of calculating the Advisory fee.* As a result, Clients may lose more than their original investments. Likewise, a positive or negative performance, net of interest charges and fees, is magnified. Gains or losses are greater than would be the case in accounts that do not employ margin strategies. A number of the risks discussed above apply, even in cases there the margin debit is held in a non-Advisory account, and Advisory assets are being used to cross-collateralize the loan. Finally, to the extent that a

maintenance call is triggered in connection with a margined account and Stifel is forced to sell any assets used as collateral for the margin loan, Stifel will act solely in its capacity as a registered broker-dealer (and not as an investment adviser or other fiduciary to Client), even where such collateral is held in an Advisory account. Moreover, if selling such assets, Stifel will seek to maximize its interests, and will not prioritize a Client's interest. *Clients generally will not benefit from employing margin strategies if the performance of individual accounts does not exceed interest expenses on the loan plus fees incurred as a result of depositing the proceeds of the loan.*

### **Credit Line Loans**

Clients may apply for Credit Line Loans from our affiliate, SB&T, using eligible securities accounts, including eligible Advisory accounts, as collateral. The proceeds of such loans may not be used (a) purchase, carry, or trade in securities, (b) to repay or retire any indebtedness incurred to purchase, carry, or trade in securities, or (c) to repay or retire any debt to (or otherwise purchase any product or service from or any security or other asset issued by) any affiliate of SB&T. If Advisory accounts are used to collateralize Credit Line Loans, the accounts are pledged to support any Credit Line Loans extended and Clients are not permitted to withdraw funds or assets unless sufficient amounts of collateral remain to continue supporting the Credit Line Loans (as determined by SB&T in its sole discretion). Although Clients are required to satisfy such collateral requirements, they may terminate their Advisory relationship with Century and Stifel, at which time these funds or assets will be maintained in a brokerage account at Stifel. Clients pay interest to SB&T on Credit Line Loans at customary rates. Certain eligibility requirements must be met and loan documentation must be completed prior to applying for Credit Line Loans.

Credit Line Loans extended by SB&T are typically demand loans that are subject to collateral maintenance requirements. SB&T may demand repayment at any time. If the required collateral value is not maintained, SB&T may require additional collateral, partial or entire repayment of any Credit Line Loans extended. Clients may need to deposit additional cash or collateral or repay a partial or entire amount of the funds borrowed if the value of their portfolio declines below the required loan-to-value ratio. Because SB&T assigns different release rates to different asset types, in some cases, Clients may also be able to satisfy such requirements by selling securities with a low release rate and investing and/or holding the proceeds in assets that have a higher release rate for the loan. In each case, failure to promptly meet requests for additional collateral or repayment, or other circumstances including a rapidly declining market, may cause SB&T to instruct us to liquidate some or all of the collateral supporting any Credit Line Loan in order to meet collateral maintenance requirements. Depending on market circumstances, the prices obtained for the securities may be less than favorable. Any required liquidations may interrupt the account's investment strategy and may result in adverse tax consequences.

As set forth above, SB&T typically pays Stifel a fee (up to 0.25%) of the outstanding Credit Line Loan balance, a portion of which is paid to your Financial Advisor. SB&T may also make

additional de minimis payments to Stifel service personnel that provide administrative assistance during the Credit Line Loan application process. These payments are in addition to any Advisory Account Fees charged with respect (or direct commissions charged with respect to transactions relating) to the Advisory assets used to collateralize the Credit Line Loan. As such, these payments present a material conflict of interest for us in that they create a financial incentive for your Financial Advisor to make recommendations based on the additional compensation to be received rather than solely based on your financial needs. For example, a Financial Advisor may recommend that you open a Credit Line Loan rather than withdraw money from your Advisory accounts in order to retain the Advisory Account Fee or commission that such assets are otherwise generating and to receive the additional compensation from SB&T with respect to any outstanding Credit Line Loan balance that you maintain. Similarly, a Financial Advisor may recommend the continued maintenance of such Credit Line Loan to retain such payments. Finally, a Financial Advisor may recommend that you invest or hold your Advisory account assets in positions that have been assigned high release rates by SB&T for the Credit Line Loan (but which positions ultimately generate low investment returns for your Advisory account) in order to avoid maintenance calls on the Credit Line Loan which would require loan repayment and/or the liquidation of Advisory assets. Depending on your specific circumstances, including the intended use of the proceeds from the Credit Line Loan and the return on your Advisory account, over the long term, it may cost you more to take out the Credit Line Loan than if you had withdrawn the money from your Advisory account. Clients are therefore encouraged to carefully consider the total cost of taking out any Credit Line Loan, and any additional compensation that the Financial Advisor will receive, when determining to take out and/or maintain Credit Line Loans. *Finally, to the extent that a maintenance call is triggered in connection with a Credit Line Loan and Stifel is forced to sell any assets used as collateral for such Credit Line Loan, Stifel will act solely in its capacity as a broker-dealer (and not as an investment adviser or other fiduciary to Client), even where such collateral is held in an Advisory account. Moreover, if selling such assets, Stifel will seek to maximize its interests (and/or those of SB&T), and will not prioritize a Client's interest.*

#### **Other Important Considerations Relating to the Use of Margin or Credit Line Loans In Connection with Advisory Accounts.**

*None of the firm, SB&T, Stifel or our Financial Advisors provide legal or tax advice. Clients should consult legal counsel and tax advisors before using borrowed funds as collateral for loans. Neither our firm nor our affiliates act as investment adviser with respect to the liquidation of securities held in Advisory accounts to meet margin calls or Credit Line Loan demands, and as creditors, our firm and our affiliates may have interests that are adverse to Clients. There are substantial risks associated with the use of borrowed funds for investment purposes and the use of securities as collateral for loans. Additional limitations and availability may vary by state.*

**Mortgage Lending.** Mortgage loans are originated by SB&T, Equal Housing Lender, NMLS# 375103. Your Financial Advisor, however, does not offer residential mortgage products

and is unable to accept any residential mortgage loan applications or to offer or negotiate terms of any such loan. Your Financial Advisor may be compensated by Stifel in connection with the origination of any mortgage loan, where permissible by law.

#### **CASH SWEEP OPTIONS**

Stifel offers one or more sweep options for the available cash balances in Client accounts, depending on the type of account that a Client is establishing (i.e., retirement versus non-retirement). Clients should review the Sections “The Stifel Automatic Cash Investment Service” and “Disclosure Documents for Automatic Cash Investment” of the Brokerage Account Agreement and Disclosure Booklet (the “Brokerage Account Agreement”) for the terms, conditions and other important information relating to the applicable sweep options, including a discussion of the various conflicts that Stifel may have in connection with such options as well as how Stifel seeks to mitigate such conflicts. Clients may access the Brokerage Account Agreement, as amended from time to time, under the “Important Disclosures” section of [www.stifel.com](http://www.stifel.com), or may request a copy from their Financial Advisor.

#### **REVIEW OF ACCOUNTS**

##### **Account Review**

Each new account enrolled in a Program is reviewed by the applicable Financial Advisor(s) supervisor prior to account opening. Thereafter, Financial Advisors perform account reviews regularly.

##### **Portfolio Performance**

Clients with accounts held at Stifel generally receive quarterly analyses of their portfolio performance relative to comparable market indices. Performance information is verified by Stifel's Consulting Services Operations staff by reviewing the performance results for consistency among similar Portfolios and identifying any unusual variations or inaccuracies. On our behalf, Stifel may also provide quarterly performance reports directly to Clients. In certain limited circumstances, these Clients may be allowed to waive receipt of periodic performance reports from Stifel.

##### **Performance Information**

Stifel typically provide performance reports to our Clients on a quarterly basis using performance returns calculated by Stifel's primary performance system. Stifel's primary system calculates total performance returns (after deduction of actual trading expenses) using a daily calculation methodology that adjusts for cash flows in the account as of the applicable date. In certain limited cases, Client account performance may be calculated using one of Stifel's secondary performance systems. The secondary performance systems generally calculate performance returns using the Modified Dietz Method, which is a time-weighted method that also identifies and accounts for cash flows in the account. If the date of a cash flow is not known, Stifel will assume a mid-month date for cash flows. Regardless of the

system from which performance is calculated, our policies require our personnel to periodically review a sampling of the performance returns is reviewed to confirm their accuracy or compliance with presentation standards.

Stifel relies on publicly recorded information, use various vendor systems, and/or rely on valuations provided by third-party custodians holding assets and/or accounts that are part of a Client's Advisory relationship in determining the values used in the performance reports provided to Clients. If Client accounts include privately issued alternative investments, Stifel rely on values provided by the management, administrators, and sponsors of each such investment and may, as a result of delays in getting information from such parties, use estimated values in reporting the performance of such investments. ***Stifel does not independently verify any such valuations.*** The actual value, once determined, may differ from the estimates previously provided by the third party to Stifel and, therefore, used by Stifel in previous reports and calculations. Clients may, thus, not be able to realize the same value as shown for such assets upon a sale or redemption of the same. ***Each Client should also note that Stifel will not amend previously issued calculations or reports as a result of changes in the valuation figures provided by such third parties.*** Clients may notice a difference in the ending market values displayed on the quarter-end custodial statements issued by Stifel as clearing firm versus its performance reports for the same account as investment adviser. Performance reports generally include any income that is earned (accrued) but not yet posted to Client accounts. Custodial statements also include accrued income, but the calculation may not match the calculation used for performance reporting purposes. Clients should contact their Financial Advisors if they have any questions relating to figures shown on their performance reports.

**With limited exceptions, we do not provide performance reports for accounts in the Summit Programs.**

#### **Transaction Statements**

Clients with discretionary accounts held at Stifel typically receive monthly (but in no event less than quarterly) statements that identify buys, sells, dividends, interest, deposits, and disbursements in their accounts during the previous month, as well as the overall market value of the portfolio at month's end. A summary of portfolio holdings as of the end of each reported quarter is also listed. Clients may not waive receipt of account statements. Clients whose accounts are held away from Stifel, with a qualified custodian (but who trade through Stifel), will receive a statement with respect to each month in which a transaction is effected in their Stifel account. However, if no transactions are effected in accounts held away from Stifel, such Clients may receive their statements on a quarterly basis. All other clients with a third-party custodian will receive statements from their applicable custodian based on the custodian's own statement delivery schedule.

#### **Realized Gain/Loss Summary**

Custodial statements from Stifel include annual listings of all closed transactions in their accounts during each calendar year, as well as the offsetting cost of each transaction and, thus, the realized gains/losses for each closing transaction.

#### **Year-End Tax Report**

As custodian, Stifel also provides Clients comprehensive 1099 statements for the previous tax year. 1099 statements include both reportable and non-reportable information including cost basis for securities that have been sold and additional information to assist with tax preparation.

#### **Transaction Confirmations**

Clients with discretionary accounts may elect to receive trade confirmations immediately upon execution in their accounts or defer confirmations until the end of each quarter. Eligible Clients who elect to defer confirmations receive summary reports at the end of each quarter outlining the transactions posted to their accounts during the most recent calendar quarter. The election to receive confirmations immediately or quarterly may be changed at any time upon the Client's written notice. Clients of non-discretionary programs are not eligible to defer confirmations. Clients that have signed up for online access to their Advisory accounts may review their transaction confirmations through the online portal.

#### **Other Compensation**

Clients should refer to the "Brokerage Practices" section above for a discussion of research services that our firm (and Stifel) may receive for recommending certain products to our Clients.

### **CLIENT REFERRALS AND OTHER COMPENSATION**

In general, we require that all solicitation or referral arrangements comply with applicable regulatory requirements, including, but not limited to, disclosures to Clients about the referral arrangement as well as any fees received (or paid) in connection with such referral at the time of the referral or execution of the Advisory Agreement. We have policies and procedures to ensure that proper disclosures are provided to Clients at the time of solicitation and/or account opening, as well as that all Clients sign appropriate disclosure delivery receipts. Each affected Client will receive disclosures from the applicable solicitor disclosing the solicitation arrangement, as well as the fee paid by Stifel to such solicitor (or received by Stifel) in respect of the solicitation.

Our firm may enter into solicitation arrangements with one or more of our Affiliated Advisers, for us to act as solicitor for the Affiliated Adviser and/or the Affiliated Adviser to act as solicitor for our firm. In either case, the solicited Clients should be aware that our Financial Advisors may have an incentive to recommend Affiliated Advisers over Independent Advisers as the Affiliated Adviser's receipt of additional revenues for portfolio management services not otherwise available with the Financial Advisor may have a positive impact on our affiliated group. Similarly, our Affiliated Adviser may have an incentive to recommend our firm over other financial institutions. As of

the date of this brochure, our firm has not entered into any solicitation arrangements with any of our Affiliated Advisers; this may change at any time in our sole discretion.

In addition to the arrangements set forth above, our firm also participates in the following solicitation or referral arrangements applicable to our Advisory services covered in this brochure:

#### **Stifel Alliance Program**

Under the Stifel Alliance Program (“Alliance”), Century may directly or indirectly compensate individuals or companies for Client referrals by sharing a portion of the fees charged. Our policies prohibit our Financial Advisors from up-charging any Client to make up for the portion paid to or otherwise expended in connection with an Alliance solicitor. We and/or our associated persons may pay for registration costs (if any) relating to the solicitor to facilitate the solicitor’s state registration (if required). As a result, such solicitors may have incentive to refer Clients to Stifel over other firms.

#### **Compensation for Client Referrals**

Our firm and/or Financial Advisors may be compensated by third-party investment advisers for referring advisory clients to such third-party advisers. Compensation received in such arrangements is generally based on a percentage of the total fees paid by each Client to the third-party adviser, typically for the duration of such Client’s arrangement with the third-party adviser. In other cases, a third-party adviser may agree to use our trade execution and/or Stifel’s settlement and clearing services for all referred Clients, and may also agree to open brokerage accounts for clients not introduced by us. By providing trade execution, settlement and/or clearing services to such advisers, we (including Stifel) act in a brokerage capacity and may receive brokerage compensation. As such, Financial Advisors have an incentive to recommend third-party advisers with whom the Financial Advisor and/or our firm have a referral arrangement over those with no such arrangement. To the extent that such arrangements affect Clients’ Advisory accounts, the Financial Advisor’s brochure supplement generally will include a discussion of the applicable referral arrangements (if any).

#### **Other Compensation**

As set forth above under “Fees and Compensation,” we may receive Revenue Sharing from private fund sponsors or managers to whom we refer Clients for investments. We (and/or Stifel) may similarly receive payments from mutual funds in which Clients invests. Clients should also refer to the “Brokerage Practices” section above for a discussion of research services that certain Advisers may provide to our firm, Financial Advisors and/or to Stifel.

### **CUSTODY**

Stifel typically maintains physical custody of Advisory Client assets in the Vantage program covered in the Brochure, and provides all required reports directly to the Client. We have adopted policies and procedures that are designed to mitigate risks involved with using an affiliate as the custodial firm to ensure that each such Client’s assets are protected. Among other

things, we undergo an annual surprise audit by an independent registered accounting firm, which audit is designed to verify the Clients’ assets. Our independent auditor files a report with the Securities and Exchange Commission attesting to, among other things, our compliance with regulatory requirements. In addition, we receive an internal control report issued by an independent auditor in connection with s custodial services to our Clients by Stifel or other applicable affiliates.

As set forth above under “Brokerage Practices - Execution and/or Custody Through Unaffiliated Firms,” Clients in certain Programs offered through this brochure may elect to have their assets maintained by an independent qualified custodian.

### **INVESTMENT DISCRETION**

Some Programs may require Clients to provide us and/or Stifel with a limited power of attorney so that account and/or portfolio management services may be provided on a discretionary basis. Discretion is authorized by Clients by signing the discretionary program’s Advisory Agreement. Discretionary authority is limited to selection of securities as well as the number of shares to buy or sell and, if directed by the Client, voluntary corporate actions and proxy voting. Clients may impose reasonable restrictions on our (and/or Stifel’s) discretionary authority and modify existing restrictions by notifying us in writing. Such modifications are honored after being reviewed and accepted by Stifel as sponsor for the Programs. Clients that elect to impose investment restrictions on their account should note that such restrictions generally will affect account performance and that, in some cases, the impact may be material and adverse.

### **VOTING CLIENT SECURITIES**

Clients who receive **discretionary** investment advisory and/or portfolio management services may appoint Stifel, as our delegate, to vote proxies on their behalf. Clients may change their proxy voting election at any time upon written notice.

In voting proxies, Stifel has a fiduciary responsibility to make investment decisions that are in the best interest of Clients and vote Client securities accordingly. As required by applicable regulations, Stifel has adopted policies and procedures to govern the proxy voting process. Stifel’s policies provide that, in general, Stifel will vote with management on routine issues, and will vote non-routine issues in a manner calculated and intended to maximize shareholder value. Stifel has retained a third-party proxy voting service to provide independent, objective research and voting recommendations, and to vote proxies on our behalf. In the event of a conflict between our firm’s and/or Stifel’s interests and the interests of our Clients, Stifel may decline to vote a proxy if the independent proxy voting service is unable to provide a voting recommendation and vote the securities on our behalf. In such cases, we may forward the proxies to the Client for voting.

Clients may request a copy of Stifel's Proxy Voting Policies and Procedures at any time, including a record of the proxies voted in respect of their account.

We generally do not provide any form of assistance in the proxy voting process to, nor do we accept proxy voting authority from Clients who receive account and/or advisory services on a non-discretionary basis. Such Clients generally will receive proxy materials directly from the issuer's transfer agent, and are responsible for voting their own proxies.

## FINANCIAL INFORMATION

Our firm does not have any adverse financial conditions to disclose under this Item.

## ERISA RULE 408(b)(2) DISCLOSURE INFORMATION FOR QUALIFIED RETIREMENT PLANS

This section generally describes the fiduciary status of, investment advisory services provided by, and compensation paid to Stifel with respect to ERISA qualified retirement plans (each, a "Plan").

### General Description of Status and Services Provided by Century to the Plan

As set forth above in the section titled "*Services, Fees, and Compensation*" of this brochure, we offer our Clients access to a variety of investment advisory programs that are intended to assist responsible Plan fiduciaries with their prudent investment duties under ERISA. A thorough description of the services provided to a specific Plan is set forth in the applicable Advisory agreement, and may include investment management, trade execution and clearing, and/or custody services, as well as participant education and guidance.

**Discretionary Investment Management Services** – We generally do not allow ERISA Plan accounts in our Vantage Program. Plans seeking discretionary services from us should talk to their Financial Advisor about the various wrap fee Program that we offer, the majority of which offer discretionary investment services, and are discussed in detail in our Wrap Disclosure Brochure.

**Non-Discretionary Advisory Services** – We also offer and provide non-discretionary ERISA fiduciary and investment advisory services through the non-discretionary Summit Program detailed above. Non-discretionary services for this Program are provided directly by your Financial Advisor. More detailed information about the Summit Program is provided in, and each Plan Client should review the sections above entitled "Advisory Programs Offered at Stifel," and "Fees and Compensation."

### Our Status

For a description of Stifel's status under the Advisers Act and under ERISA, please refer to the section "Code of Ethics" in the

Brochure and the section entitled "ERISA" in the applicable Advisory Agreement.

### General Description of Compensation Paid to Stifel

**Advisory fees.** Our firm accepts direct compensation in the form of fees paid pursuant to the Advisory Agreement entered into with the Plan at the time of account opening. Plan Clients should refer to the applicable Advisory Agreement for the fee calculation formula specific to the Plan account. We typically do not receive indirect compensation in connection with Plan assets in our Summit Program. For information about the manner in which these fees are paid, please see the section "Deduction of Advisory Account Fees" of this brochure and the section entitled "Fees and Billing" in the applicable Advisory Agreement.

**Private Fund Fees.** In limited circumstances and in connection with certain Plan investments in private funds (including, but not limited to, hedge funds and private equity funds), we may receive placement fees or other compensation indirectly from a private fund and/or its related persons in lieu of advisory fees paid directly by the Plan with respect to such investment. Where applicable, such placement fees or other compensation are disclosed in the subscription documents or other documents you execute in connection with the Plan's investment in the private fund. See the section of this brochure entitled "*Revenue-Sharing and Other Compensation Arrangements With Private Investment Funds or Their Sponsors*" for more information.

**Trade Errors.** As set forth above under "Trade Error Correction," our policy is to put a Client's account in the position that it would have been in if an error had not occurred. As a result, to the extent a trade error results in a gain, Stifel will retain the resulting gain. Pursuant to applicable guidelines, such gains may be deemed additional compensation. We maintain a record of any losses and/or gains resulting from trade errors in any account, and will provide such information to an account holder upon request.

**ADR Pass-Through Fees.** Plan accounts that invest in ADRs may also incur pass-through-fees, which are typically charged by the sponsors of certain ADRs as custody-related expenses. When applicable, Stifel collects ADR pass-through fees from applicable Plan assets, then forwards all such ADR pass-through-fees to the Depository Trust Company (or other applicable central securities depository).

### Compensation From Funds and Other Collective

**Investment Vehicles.** For a description of the credits you may be eligible for in connection with investments in Funds and other Collective Investment Vehicles that pay Stifel Rule 12b-1 and other types of compensation, please see the section entitled "*Compensation From Funds and Other Collective Investment Vehicles*" above.

**Sweep.** See the *sections* "The Stifel Automatic Cash Investment Service" and "Disclosure Documents for Automatic Cash Investment" of Brokerage Account Agreement for information about sweep services and benefits that Stifel and our

affiliates may receive in connection with deposits made through the sweep program for Plan Client Accounts.

**Float.** In general, under ERISA a service provider such as a custodian may retain the benefit of the use of any funds on hand which are incidental to the normal operation of the plan, and which constitute earnings on funds that are (i) awaiting investment or (ii) transferred to a disbursement account for distribution from the plan. The DOL has issued guidance that requires financial institutions to make specific disclosures to employee benefit plans, such as the Plan, regarding the circumstances under which the institution has use of, or may derive benefit from, un-invested cash pending investment or distribution (“float”). As discussed in the section of this brochure entitled “Additional Information on Fees and Other Compensation,” if Stifel serves as custodian of a Plan Client account, as part of our custody services to the Plan Client, we retain a proportionate share of any interest earned on aggregate cash balances held in Advisory accounts that are awaiting investment (including funds from transfers into the account and assets pending distribution from the account). Float may be earned by Stifel (or an affiliate) until investment or disbursement instructions have been received and the transactions have been executed and settled against the Plan Client account. In general, the amount of float earned is equivalent to the effective Federal Funds rate on the date earned.

**Training and Education Expense Contributions.** For information about payments we receive from investment companies and/or their affiliates in connection with training and achievement seminars offered to our Financial Advisors, please see the section in this brochure entitled “*Training and Education Expense Contributions.*” Sponsorship amounts generally do not vary by vendor and cannot be reasonably allocated to any particular Plan Client. For example, over the past three years the amount that each participating vendor has contributed to sponsoring a training or education event has generally ranged between \$5,000 and \$10,000, depending on the type of event; Stifel generally hosts approximately 2 to 3 of these internal training or education events per year. Additionally, the amount that each participating vendor has contributed toward sponsoring the Stifel annual conference has averaged approximately \$25,000.

**Non-Cash Compensation.** Please see the section of this brochure entitled “*Non-Cash Compensation*” for information about certain gifts and gratuities we may receive. Based on historic trends, we do not expect to receive non-cash compensation in excess of the de minimis threshold under DOL regulations with respect to a Plan Client.

**Termination Fees.** See the section above entitled “*Compensation in Connection With the Termination of a Client’s Account Relationship With Stifel*” for information about fees that may apply if you transfer assets in your Account upon termination of your Advisory Agreement.

Plans are directed to the section “Fees and Compensation” in the brochure for additional details about the various other types of indirect compensation that we may receive in connection with

Plan assets and, to the extent applicable, the steps that we take to mitigate the conflicts that may be raised by the receipt of such indirect compensation.

### **Accounts Managed by Third-Party Managers**

Plan accounts enrolled in Stifel’s Opportunity and/or Horizon Programs may utilize the services of an Independent Adviser (which, for purposes of this section, will encompass Investment Managers and Connect Managers, as defined above) that is engaged to provide discretionary investment management services to the Plan. As the Independent Adviser for the Plan, such Independent Adviser is a fiduciary to the Plan for purposes of both ERISA and a registered investment adviser under the Advisers Act. For the Opportunity Program, the Independent Adviser’s direct compensation is part of the total Advisory Account Fee set forth in the applicable Advisory Agreement; in the Stifel Connect Program, the Connect Manager’s fee is in addition to the Stifel Fee. In addition to the management fee, an Independent Adviser may also receive indirect compensation, often referred to as “soft dollars” or other benefits, from other brokerage firms with which the Adviser executes trades for its client accounts. These benefits may or may not relate to trades effected for the Plan account. Plan Clients should refer to the applicable Adviser’s separate Rule 408(b)2 disclosure statement or Form ADV Part 2A for information about whether or not the Independent Adviser receives soft dollars or similar benefits, and if so, the specific benefits received.