

# INVESTOR INFORMATION GUIDE – ANNUITIES

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# Important Information Regarding Your Account

Avantax Investment Services<sup>sm</sup> (AIS) is the broker/dealer through which your financial professional offers brokerage and securities products. As the broker/dealer that holds your account, we are providing you the following important information which you should review carefully and retain for your records.

#### **Securities Transactions Effected Through Avantax Investment Services**

- The responsibilities of AIS relate specifically to securities-related products and do not apply to any other products or services you may obtain from your financial professional. Your financial professional is an independent contractor who may offer additional products and services outside his/her relationship with AIS. For example, AIS does not provide or supervise tax, accounting, payroll or legal services.
- All payments for the purchase of securities or insurance through AIS should be made by check or ACH transfer payable to a mutual fund company, National Financial Services LLC, or the insurance carrier and *not* to a financial professional or his or her independent company. When you purchase an investment product in a brokerage account through AIS, you will receive a confirmation of the transaction and an account statement referencing AIS. When you purchase an investment product directly from a mutual fund or insurance company, you will receive a confirmation and statement directly from that company and not AIS. If you believe you made an investment through our company, but did not receive a confirmation referencing AIS, please call us at (866) 218-8206, option 7.
- It is very important that you review all confirmations and statements that you receive from AIS or directly from
  the mutual fund or insurance companies on a timely basis to ensure that all transactions in your accounts,
  including deposits and withdrawals, are accurate and were effected in accordance with your instructions.
- Additional information about AIS, including additional disclosures, can be found on our website at avantax.com/disclosure-catalog.
- Any complaints regarding your investments should be directed to the AIS Compliance department at (866) 218-8206, option 7.

#### **Verification of Account Information**

To help fight the funding of terrorism and money-laundering activities, federal law and contractual obligations require that AIS obtain your name, date of birth, Social Security number, address and government-issued identification number to verify your identity before opening your account. In certain circumstances, AIS may obtain and verify this information with respect to any person authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if AIS cannot verify this information. AIS will not be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information, or from any restriction placed upon or closing of your account.

Any information provided to AIS may be shared by AIS with third parties for the purpose of validating your identification and may be shared for other purposes in accordance with any applicable privacy policy of AIS. Any information you give to AIS may be subject to verification, and AIS is authorized to obtain a credit report about you at any time. Upon written request, you will be provided the name and address of the credit reporting agency used. AIS may monitor or record conversations with you in order to verify data about any transactions you request.

# **Glossary of Terms**

# **Investment Objective Definitions**

**Preservation of Capital:** An investment objective of *Preservation of Capital* indicates you seek to maintain the principal value of your investments and are interested in investments that have historically demonstrated a very low degree of risk of loss of principal value. Some examples of typical investments might include money market funds and high quality, short-term fixed income products.

**Income:** An investment objective of *Income* indicates you seek to generate income from investments and are interested in investments that have historically demonstrated a low degree of risk of loss of principal value. Some examples of typical investments might include high quality, short and medium-term fixed income products, short-term bond funds and covered call options.

**Capital Appreciation:** An investment objective of *Capital Appreciation* indicates you seek to grow the principal value of your investments over time and are willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower quality, medium-term fixed income products, equity mutual funds and index funds.

**Trading Profits:** An investment objective of *Trading Profits* indicates you seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low priced common stocks, put or call options, spreads, straddles and/or combinations on equities or indexes. This is a high-risk strategy.

**Speculation:** An investment objective of *Speculation* indicates you seek a significant increase in the principal value of your investments and are willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include lower quality, long-term fixed income products, initial public offerings, volatile or low priced common stocks, the purchase or sale of put or call options, spreads, straddles and/or combinations on equities or indexes, and the use of short-term or day trading strategies.

**Growth and Income:** An investment objective of *Growth and Income* indicates you seek the potential for capital appreciation and also seek to generate some income from investments. You are willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower quality short and medium-term fixed income products and bond funds, equity mutual funds and index funds.

Other: Defined by broker/dealer and/or account owner(s).

# **Risk Tolerance Definitions**

**Conservative:** Investors seek to preserve their initial principal amount, with minimal risk, even if that means the account does not generate significant income or returns and my not keep pace with inflation.

**Moderate:** Investors are willing to accept some risk to their initial principal and tolerate some volatility to seek higher returns and understand that they could lose a portion of the money invested.

**Aggressive:** Investors are willing to accept maximum risk to their initial principal to aggressively seek maximum returns, and understand they could lose most, or all, of the money invested.

# **Guide to Buying Annuities**

## **Buying an Annuity Contract at Avantax Investment Services**

Before you buy any investment, it is important to review your financial situation, investment objectives, risk tolerance, time horizon, diversification needs, and need for liquidity. Avantax Investment Services (AIS) wants to make sure that if you are considering purchasing an annuity contract, you have also considered other options available to you, including mutual funds and life insurance.

Annuity contracts are designed generally for long-term retirement savings and should not be considered a short-term investment option. Investing in pre-tax investment options such as IRAs, 403(b)s and 401(k)s should fully be taken advantage of before investing in an annuity contract.

While you will be able to have access to your money in an annuity contract by surrendering your contract or making a withdrawal, an annuity contract generally contains a surrender penalty, assessed by the issuing insurance company, for premature surrenders or withdrawals. Surrenders or withdrawals from an annuity contract before age 59 ½ may incur a 10% tax penalty in addition to ordinary income tax.

This information is intended only to provide a general background on annuity products and should not be relied upon in connection with the purchase of any particular product. AIS offers a wide variety of annuity products from many insurance companies, and each of these has unique features. Important information about specific annuity products, including share classes, investment and payout options, the risks involved, and the fees, expenses and other costs that can affect the performance of your investment, can be found in the annuity contract and the product prospectus. Many insurance companies make these documents available on their websites, and they are also available from your financial professional or directly from the insurance company. These documents contain important disclosures, and you should read and carefully consider this information before investing.

All payments for the purchase of variable annuities through AIS should be made by check or ACH transfer payable to a variable annuity carrier – **not** to your financial professional or his/her independent company. When you purchase a variable annuity directly from a variable annuity carrier, you will receive a confirmation and statement directly from that company and not AIS. If you believe you made an investment through AIS, but did not receive a confirmation, please call us at (866) 218-8206, option 7.

# How Can this Guide Educate Me, and How Can I Educate Myself?

This guide will help you better understand annuity contracts in general and the costs associated with various annuity contract types and features, as well as how AIS and your financial professional are compensated when you invest in an annuity contract. Of course, this guide is not meant to replace the annuity prospectus, the underlying fund prospectuses, statements of additional information, or other offering material prepared by the insurance company. Please read these documents carefully before purchasing an annuity contract. Some of these documents will also describe the annuity contract features that you can choose as you work with your financial professional.

As always, if you have any questions about your annuity investments, please contact your financial professional.

#### What is an Annuity Contract?

An annuity contract is between you (the contract owner) and an insurance company. You purchase an annuity contract by making either a single payment or a series of payments. Once an annuity contract has been purchased, the insurance company agrees to make periodic payments to you, beginning either immediately or at some future date. Depending on the insurance company's policy, you may need to begin making withdrawals, either systematically, or as an annuitization, when you reach a specific age (e.g., age 80 or 90) as described in the contract or offering material prepared by the insurance company. Not all of the annuity contracts and benefits described below are available in all states. Ask your financial professional about what is available in your state.

#### **Types of Annuity Contracts**

Annuity contracts can be divided into two different types: immediate and deferred. With an immediate annuity, you can convert assets into income and start receiving income payments right away; with a deferred annuity, assets accumulate, tax-deferred, until withdrawals are made, usually during retirement.

Annuity contracts, both immediate and deferred, are offered in two ways: fixed and variable. Some annuity contracts are offered as a combination of fixed and variable. A variable annuity fluctuates depending on the investment performance of the investments selected.

A fixed annuity contract is credited with a fixed or set interest rate, which is guaranteed by the insurance company. Throughout this guide, the word "guarantee" refers to guarantees that are backed by the claims-paying ability of the issuing insurance company. If the insurance company is unable to meet the claims, the payments may not be made. We also

describe below another kind of fixed annuity called an Index Annuity.

Following is a more detailed look at the various types of annuity contracts available today.

#### **Immediate Annuities**

An immediate annuity provides a stream of income for a specified period of time that you choose. You pay a single purchase payment, and income payments typically begin 30 days later. Once you've selected a payment plan (monthly, quarterly, semi-annual or annual), income payments will last for the length of time selected. Payment options include:

- Period or term-certain annuitization where payments are made for a specified period or term such as 10 years
- Life annuitization where payments last for the life or joint life of the contract annuitant(s) or
- Life with period-certain annuitization where payments last the longer of the life of the annuitant(s) or the period-certain payments

Upon death of the owner/annuitant of an immediate annuity, if the payment period has not ended and the contract payments are continued under the contract, the contract beneficiaries will receive the remainder of the required payments. Once the payment period has ended, the owner/annuitant will not receive any additional principal payment. These payout options typically cannot be changed once the client has selected them. An immediate annuity can be purchased on either a fixed or a variable basis.

#### Immediate Variable Annuities

Immediate variable annuities offer a stream of income payments that will change during the term of the payout period. These payments will vary up or down following the first payment depending on the performance of the underlying sub-accounts owned in the contract. The underlying sub-accounts are in professionally managed investment options that invest in the stock and/or bond markets. The investment options can provide you with potentially more income than immediate fixed annuities, but your income payments will be subject to market fluctuation.

#### **Immediate Fixed Annuities**

Immediate fixed annuities offer a fixed stream of income payments that do not change during the term of the payout period. Unlike immediate variable annuities, immediate fixed annuities generally do not provide any protection against inflation as payments made are fixed during the term of the immediate annuity. Given the irrevocable nature of these contracts, investors should carefully consider their financial needs before they enter into one of these contracts.

#### **Deferred Annuities**

A deferred annuity allows you to accumulate money tax-deferred for long-term goals such as retirement. When you are ready to receive income from your annuity, you can withdraw funds as needed, or set up a regular payment schedule guaranteed by the insurance company, which would last over a given time period in the manner as for immediate annuities. Deferred annuities can be purchased on either a fixed or a variable basis. If you purchase an annuity within a tax-qualified retirement plan such as an IRA or 401(k), you will get no additional tax advantage from the annuity. Therefore, you should consider whether your annuity purchase would be more appropriate in a non-tax-qualified account.

You should consider buying an annuity in a tax-qualified retirement account only if it makes sense because of the annuity's other unique features and benefits, such as lifetime income payments, death benefit protection or an attractive interest rate on a fixed annuity. You should assess whether these other features and benefits of the annuity and the associated costs justify the purchase within a tax-qualified plan. There are three general types of deferred annuities: fixed annuities, variable annuities and index annuities.

#### **Deferred Fixed Annuities**

A deferred fixed annuity contract has a guaranteed fixed interest rate for a stated period of time. Depending on the terms of the contract, the issuing insurance company may adjust the rate periodically. When you buy a fixed annuity contract, your money is placed in the general account of the insurance company. A specified rate of return (less any surrender charges) is guaranteed by the insurance company for a specified period and backed by its claims-paying ability. How the insurance company sets its rates depend on the terms of the annuity contract. Some annuity contracts offer multiple guaranteed interest periods with differing guaranteed interest rates. At the expiration of the period, you can choose to continue the annuity contract for the same period at a new guaranteed rate, or you can choose a different period at its new guaranteed rate. Depending on the annuity contract, other options may be available, such as making a withdrawal, surrendering the annuity contract without a surrender charge, or beginning to receive periodic payments.

If you make a withdrawal or surrender your contract before the expiration of the guaranteed interest period, this may cause an adjustment to the amount of interest credited to your annuity contract and may even result in a negative return. Sometimes an insurance company guarantees the initial interest rate for a period, typically one year, but then resets the interest rate periodically, at its own discretion. In addition, if you make a withdrawal or surrender your contract during the surrender charge period, a surrender charge may be assessed (see the Annuity Fees and Charges section). Since fixed

annuities offer a guaranteed minimum rate of interest, they generally are less volatile than variable annuities. The rate, once set for the period, is not affected by fluctuations in market interest rates or the insurance company's yearly profit. However, fixed annuities offer little flexibility, generally no adjustment against inflation, and less potential for growth than variable annuities. Please read the prospectus, contract and/or offering material, and consult with your financial professional on the interest rates and the terms of the interest-rate guarantees, before purchasing a fixed annuity.

#### **Deferred Variable Annuities**

A variable annuity generally offers a diverse selection of investment options, usually referred to as sub-accounts. These sub-accounts have varying investment objectives and risk levels. The return on a variable annuity investment will depend on your investment allocation and the performance of the sub-accounts you choose. You may experience a negative return in a variable annuity. If you make a withdrawal or surrender your contract during the surrender charge period, a surrender charge may be assessed. In addition, you can transfer your money from one investment option to another without paying tax on your investment income and gains. This is an important feature because it permits you to change your investment strategy (for example from moderate risk to conservative risk) or change from poorly performing sub-accounts to other sub-accounts, without surrendering the contract. Dividends, interest and capital gains remain invested, tax-deferred, until withdrawals are made, allowing you to control when income taxes are paid.

Excessive trading between sub-account investment options, otherwise known as market timing, is not a permitted activity. The insurance company may charge a fee for excessive transfers and freeze sub-account transfer privileges if market-timing activities occur. Often a variable annuity also includes a fixed account, which offers a guaranteed fixed interest rate for a stated period of time. This means that during the accumulation phase of a deferred variable annuity, you can allocate your investment not only to one or more variable investment options, but to the fixed account as well. It is generally inadvisable to purchase a variable annuity contract for the purpose of investing solely in the fixed account.

# **Deferred Registered Index Linked Variable Annuities**

A registered index linked variable annuity (RILA) provides access to index-based accounts, like the S&P 500 index, as the underlying allocation options. The annuity carrier will provide some downside protection to the policy value based on the performance of the selected index option in the contract. Most carriers offer several index options and protection levels. RILA products do not provide full principal protection to the account value. They typical downside protection can rate from 10-30% on an annual basis or over several years. Please read the product prospectus and details carefully to determine how the specific index protection levels apply on your policy. The carrier will also provide a cap or limit to the amount of upside or index gain that the contract will participate in when calculating the interest to apply to the contract value.

The RILA products can carry mortality and expense (M&E) fees as well as a surrender period. Please consider these fees and surrender periods when considering if the RILA product fits with your timeline. Your financial professional can explain the fee amounts and surrender period for your specific contract.

#### **Deferred Index Annuities**

A deferred index annuity is designed for those who wish to enjoy the potential benefits of owning an annuity with an interest rate based, in part, on any gains in an index. While not directly invested in equities, contracts are offered with a guaranteed minimum interest rate (i.e., a floor), in case there is a downturn in the index. This annuity typically provides you with an interest rate that is related to the positive return, if any, in the index, such as the S&P 500, while guaranteeing that you will receive at least a stated minimum fixed return on your purchase payment (less any surrender penalties for premature surrender). In addition, the amount credited may be capped, or other limitations may apply.

Deferred index annuities generally have a holding period of five to ten years. Liquidating or surrendering a contract early will typically reduce your return, may void any guarantees, and may result in a negative return if you surrender it before the expiration of the holding period. In addition, if you make a withdrawal or surrender your contract during the surrender charge period, a surrender charge may be assessed.

# **Annuity Fees and Charges**

There are several types of fees and charges in an annuity contract. Be sure you understand all these expenses before you invest, they will reduce the value of your account and the return on your annuity.

If you withdraw money from an annuity contract or surrender the contract within a certain period after investing (the "surrender charge period" typically three to ten years), the insurance company may assess a surrender charge, which is a type of redemption fee. Usually, the surrender charge is a percentage of the purchase payment withdrawn and declines gradually over the surrender charge period. For example, a 7% charge might apply in the first year after investing, 6% in the second year, 5% in the third year, and so on, until the surrender charge no longer applies. New surrender charge periods usually start with each new purchase payment invested in the annuity, so new purchase payments may extend the surrender charge period beyond the original surrender charge period established at the purchase date.

However, many contracts will allow you to withdraw part of your account value each year — generally your annual interest earned, cumulative earnings, or up to 10% or 15% of your purchase payment — without paying a surrender charge. Some annuities do not have a surrender charge period or surrender charges. Your financial professional can discuss any surrender

period and charges associated with the annuity you are considering. When choosing an annuity contract, you should consider all charges and benefits — not just surrender charges.

## **Fixed Annuity Fees and Charges**

When you buy a fixed annuity, your money is placed in the general account of the insurance company. When the insurance company sets the interest rate to be credited to an annuity contract, it usually considers not only the prevailing market rates, but also the costs of issuing and maintaining the annuity contract. In addition to the surrender charges discussed above, some annuity contracts assess annual contract fees, such as an account maintenance fee. Your financial professional is paid a commission for selling the fixed annuity to you. The insurance company pays this commission out of its assets, which include any profits it makes on the annuity contracts.

## Variable Annuity Fees and Charges

In addition to the surrender charges mentioned above, variable annuities have other expenses you should be aware of. These fees and charges will reduce the value of your account and the return on your investment. They can include:

- Mortality and expense (M&E) risk charge This charge is equal to a certain percentage of your account value, typically
  from 1.00% to 1.60% per year. The M&E risk charge can be used by the insurance company to offset the costs of
  selling the variable annuity, such as a commission paid to your financial professional for selling the variable annuity to
  you, and to compensate the insurance company for the insurance risks that it assumes under the insurance contract.
- Administrative fees The insurer may deduct charges to cover recordkeeping and other administrative expenses. This
  may be charged as a flat account maintenance fee (perhaps \$25 or \$30 per year) and/or as a percentage of your
  account value (typically about 0.15% per year). Some insurance companies waive the flat account maintenance fee on
  larger account values.
- Sub-account expenses You will pay fees and expenses imposed by the underlying investment options in a variable annuity. The fees and expenses of the sub-accounts include annual operating expenses such as management fees, 12b-1 (distribution) fees, cost of shareholder mailings, and other expenses. These expenses can range from 0% annually for money-market sub-accounts to as much as 2% annually for certain equity sub-accounts. For a detailed explanation of these expenses, see the prospectus for the underlying sub-accounts.
- Fees and charges for other features Certain features offered by some variable annuities, such as a stepped-up death benefit, a bonus credit feature, a guaranteed minimum income benefit, a guaranteed minimum withdrawal benefit, a guaranteed minimum accumulation benefit, or an earnings enhancement benefit, often carry additional fees and charges. Some of the features and options will be discussed below. Often the variable annuity contract will provide that once you have elected a particular benefit, you cannot later have that benefit removed. Therefore, before making any selection you should discuss the long-term consequences with your financial professional including the long-term costs of such benefits.

Other charges, such as fees for transferring part of your account from one investment option to another, may also apply, and certain additional restrictions may be imposed upon your contract when you elect these features. You can find a description of the charges for any variable annuity that you are considering in its prospectus.

#### **Index Annuity Fees and Charges**

Surrender charges and annual contract charges may apply to an index annuity. For complete information on how the interest rate will be credited and, on the fees and charges associated with an index annuity, please consult your financial professional. Your financial professional is paid a commission for selling an index annuity. The insurance company pays this commission out of its assets. See the discussion of fixed annuity fees and charges section above.

# **Types of Variable Annuity Contract Structures**

Insurance companies offer many types of contract structures to meet various investor needs. The structures offered vary in many ways, including the surrender charge period and surrender charges. Insurance companies can offer variable annuity contracts with no surrender charge period (often called C-share annuities), surrender charge periods of three to four years (L-share annuities), and surrender charge periods of six to seven years (B-share annuities). Bonus credit annuities offer a bonus credit of 2% to 6%, based on the amount invested in the annuity, and can have even longer surrender charge periods of seven to 10 years. This is discussed more fully below.

Generally, annuities impose the surrender charge during the initial period that begins after the contract is purchased. However, some will begin a new surrender charge period with each subsequent payment. Once the surrender charge period ends, the contract is out of surrender and no further surrender charges will apply to withdrawals. However, gains on withdrawals are still subject to income tax; and if taken prior to age 59½, a 10% IRS penalty tax may apply.

M&E expenses are an ongoing cost, typically listed as an annual cost and applied daily to the contract. Generally, the M&E fees are represented differently across the share classes and have an inverse relationship to surrender charges. The cumulative effect on the M&E fees should be considered in conjunction with risk tolerance, investment objectives, age, and time horizon in determining the appropriate share class to purchase. AIS offers both B and C share classes, as well as several

options to purchase a premium bonus or a shortened surrender charge.

B share annuities do not have an initial sales charge but do have a surrender charge, known as a contingent deferred sales charge (CDSC). You will pay this sales charge when you make a partial or full surrender from the annuity during the CDSC period. The product prospectus will specify the terms of the surrender schedule. A typical B share surrender charge ranges from 5% to 9% and decreases until it reaches zero. B share annuities generally offer the lowest ongoing cost as the M&E charges are lower than other share class options. B shares are generally the most appropriate choice for investors with no short-liquidity concerns and/or with a need for long-term optional riders. Some insurance carriers may offer the following optional features that may be purchased for an additional cost.

Premium Bonus features offer a premium enhancement or purchase payment credit that provides the purchaser with an upfront return on their principal. The amount of the credit will vary by contract. In all cases, purchase payment credits are treated as earnings for distribution purposes and may be subject to income tax. The premium bonus will typically range from 3% to 6% and will cost an additional 0.40% to 0.70%. This cost will go away after the CDSC period is completed. Example: You purchase a variable annuity contract that offers a bonus credit of 5% on the initial purchase payment. You make a purchase payment of \$20,000. The insurance company issuing the contract adds a bonus credit of \$1,000 to your account, raising the total initial amount of the contract to \$21,000.

You need to carefully consider the net benefit that the bonus feature can offer you and whether the additional fee paid for the bonus outweighs the benefit that the bonus provides. The fees may equal or exceed the bonus received and the CDSC period may be extended. In some products, the bonus credit does not "vest" until after a period of time or "vests" in increasing percentages over a period of time. In other products, the bonus credit is credited immediately but may be recaptured if the contract is surrendered or a withdrawal is made during a specified period of time.

Shortened Surrender Charge features provide the flexibility of a shorter declining CDSC schedule, generally four years. The cost for this additional feature will range from 0.35% to 0.50%. This cost will go away after the CDSC period is completed. Shortened surrender charge options may be appropriate for investors willing to pay higher annual costs for greater liquidity. When purchasing an optional long-term income rider, and a shortened surrender charge option, you should consider the long-term nature of the rider when deciding whether you want to pay an additional cost for a shorter CDSC period. Your financial professional will receive lower compensation if you elect an optional shortened surrender charge feature.

C share annuities provide more liquidity for investors by allowing cash surrenders without the front-end or back-end surrender charges associated with other variable annuities. Because of this liquidity feauture, C shares are best suited for investors willing to pay higher ongoing annual costs for greater liquidity. For investors with longer-term objectives or who purchase an optional long-term income rider, a share class with lower long-term costs may be more suitable. If your financial professional elects a contract that provides more liquidity, he or she will generally receive a lower commission.

These annuity contract structures vary in features, the fees and expenses charged, and the compensation paid to your financial professional. Additionally, the Firm at any point at time can limit or prohibit purchases into certain annuity share classes. Please ask your financial professional to explain the contract structures available to make sure that any contract you purchase matches your investment time horizon and financial goals.

# **Variable Annuity Features**

Variable annuities offer many features you may want to consider. They may be included as part of the contract, or they may be optional features or riders that you elect at the time of purchase. Each optional feature typically carries a charge. This approach gives you the ability to select and pay for only the features you need. Because very often you will not be able to change your initial selection later, you should carefully consider these optional features before making a selection.

Optional features that can be added to contracts include guaranteed minimum death benefits, a bonus credit, guaranteed minimum living benefits, guaranteed minimum accumulation benefits, and guaranteed minimum withdrawal benefits. These features do not guarantee against day-to-day market fluctuations and may be affected by subsequent additions or withdrawals during the accumulation phase of your annuity contract. However, they do provide additional features that may be valuable to you. These features may require limitations on the investment options you can choose.

There is no guarantee that this insurance feature, if purchased, will ever come into effect. Therefore, it is possible that you will receive no additional benefit for having incurred the additional expenses and contract restrictions associated with these riders. It is important to note that the benefit base is not a cash or account value and so is not indicative of the market value of your contract at any given point in time during the accumulation phase.

#### **Guaranteed Minimum Death Benefit (GMDB)**

Deferred annuity contracts usually provide for a death benefit if the owner and/or the annuitant dies while the contract is still in the accumulation phase. The payout structure of the death benefit varies by contract. The benefit can be payable as a lump sum or as annuity payments that generally must be paid in a specified period. If a spouse is the sole beneficiary, the spouse may have the additional option of continuing the contract tax-deferred.

Variable annuity contracts have traditionally offered a GMDB during the accumulation period. The GMDB is generally equal to the greater of (a) the contract value or (b) purchase payments less prior withdrawals. Many variable annuity contracts allow you, for an additional charge, to "step-up" or "ratchet" the death benefit up to the contract value on a specified date (e.g., annually or every five years). In addition, some contracts will raise the GMDB floor at a specified rate for an additional charge.

#### **Guaranteed Minimum Income Benefit (GMIB)**

A GMIB is typically offered as an optional feature or rider to a variable annuity contract for an additional charge, generally ranging from 0.30% to 1.00% of the contract's account value per year. Contracts with GMIBs have a waiting period, typically seven to 10 years, before the benefit can be exercised. Age limits may also apply. For some contracts, if the benefit is exercised, only fixed annuity payments are available; others offer variable annuity payments.

The GMIB ensures under certain conditions that the owner may annuitize the contract based on the greater of (a) the actual account value or (b) a "payout base" equal to purchase payments credited with some interest rate (usually between 3% and 7%) or (c) the maximum anniversary value of the account prior to annuitization. The benefit guarantees that under the stated conditions, the contract owner will receive a minimum cash flow beginning at a future date as described above. However, there is no guarantee that this insurance feature, if purchased, will ever come into effect.

#### Guaranteed Minimum Withdrawal Benefit (GMWB)

A GMWB guarantees that you will receive a minimum withdrawal amount from your contract each year. This minimum amount may guarantee the return of your initial investment through systemic withdrawals over time and/or for your life. The amount of withdrawal that can be taken each year is typically between 4% and 7%. These withdrawals may be taken immediately or deferred until a later time. This feature often includes a step-up provision during a deferral period that is based on an annual interest rate and/or the contract value at specified periods (i.e., annually or quarterly). Once withdrawals begin, the step-up provisions may change. Many GMWBs offer a joint option that allows the guarantee to be based on the life of both spouses. This feature does not require you to make withdrawals from your contract, and the withdrawals may be started and stopped at any time. It is important to note that a withdrawal exceeding the guaranteed annual amount may have a detrimental effect on the benefit base. The cost for this feature typically ranges from 0.40% to 1.25%.

## **Guaranteed Minimum Accumulation Benefit (GMAB)**

A GMAB guarantees that after a specified period of time you will receive a minimum contract value. This minimum amount may be the amount of the initial premium or the initial premium with a growth or step-up component. This growth component may be based on the performance of the underlying investments or on a set percentage of the initial premium. The specified time period for these benefits ranges from five to 10 years. At the end of the specified period, if your contract value is less than a guaranteed amount, the insurance carrier will add the difference into your contract. The cost for this feature typically ranges from 0.50% to 0.90%. Some variable annuities offer other optional features. Please review costs and benefits with your financial professional.

#### **Free Look Provision**

You have the right to cancel your annuity contract within the free look provision period (usually 10 days following delivery of your annuity contract or whatever period is required by your state). If you exercise this provision, you will receive a refund in accordance with the terms of the contract and your state's regulations. In some instances, if the market value of the contract has declined during the free look period, you may not receive your entire initial purchase payment.

#### **Loans and Withdrawals**

Loans and withdrawals have a negative impact on cash values and may also diminish any death benefit, guaranteed minimum living benefit, value of riders, or other features of your contract. Some contracts may also require a minimum value to keep an existing contract in force and you, the owner of the contract, have the responsibility to maintain such minimums to preserve the features of the contract.

Loans are generally not available from an annuity contract, except in certain qualified plans. If the annuity is part of a qualified plan, the loan must be repaid prior to the employee's termination from the employer or the amount will be considered a withdrawal and will be subject to the penalty and taxes previously discussed. Please refer to your annuity contract for a complete description of these options.

## Distributions from an Employer-Sponsored Retirement Plan

If you change jobs or retire, there are four options that may be available if you have assets in an employer-sponsored retirement plan: (1) leave the money in the current plan, if permitted; (2) transfer the money to a new employer's plan if one is available and rollovers are permitted; (3) rollover to an individual retirement account (IRA); or (4) liquidate the assets and take a distribution.

Each alternative has potential advantages and disadvantages depending on your age, desired investment options, fees and expenses, withdrawal needs, tax consequences, service options (including the availability of personalized investment advice and the ability to take a loan against your assets) and your unique financial needs. The importance of each factor will vary

depending on your individual needs and circumstances. No one answer is right for everybody, and you may choose to engage in a combination of these options. However, it is important that you understand your options – and the costs and benefits of each – so that you can develop an effective strategy for your retirement savings.

Although there are advantages to an IRA, such as the ability to obtain personalized investment recommendations from your financial professional, we will only earn compensation if you roll your assets to an IRA held through AIS. You should also consider whether the fees associated with an IRA are higher than your employer-sponsored plan, and whether certain "institutional" investments with lower costs available through your employer plan (e.g., retirement share classes) may not be available in an IRA. The decision to move your retirement funds is important, and you should carefully consider all of the relevant factors to determine the best choice for you. Discuss your options with your financial professional. You can obtain additional information on IRA rollovers on the AIS website, <a href="avantax.com/disclosure-catalog">avantax.com/disclosure-catalog</a> and the Financial Industry Regulatory Authority website, <a href="financial">financial</a> information on IRA rollovers.

## **Annuity Tax Issues**

Although annuities generally allow your investment to be held on a tax-deferred basis, you should be aware of certain tax issues before you purchase an annuity. For example:

- Gains or earnings on withdrawals from annuities, including partial withdrawals and surrenders, may be taxable. Generally, a withdrawal or distribution from an annuity consists of both an earnings component (taxable) and a principal component (non-taxable return of investment). If you take a taxable withdrawal before age 59½, you may have to pay a 10% penalty to the IRS on the amount of the gain in your contract, in addition to your normal income taxes.
- Taxable distributions from an annuity are generally taxed at the contract owner's ordinary income-tax rate and do not get the benefit of lower tax rates received by certain capital gains and dividends under current tax laws.
- If an annuity contract is owned by a non-natural entity (such as a corporation, partnership or LLC), the contract is generally not eligible for tax-deferral.
- IRS Revenue ruling 2008-24 applies to situations where an annuity holder uses a portion of the cash value of an existing annuity contract to purchase another annuity, commonly called a partial exchange. Withdrawals made from either contract within 12 months following the exchange will invalidate the tax-free nature of the exchange, unless you meet certain exceptions allowed by the ruling.
- The death of a contract owner (and, in some cases, the death of an annuitant) may result in taxable distributions that must be made from the contract within a specified.
- Upon the death of the owner/annuitant of a contract, gains may be taxable to the beneficiary; the annuity assets may be included in the owner's estate; there is no step-up in the tax basis; and annuity assets will bypass probate, unless the contract owner's estate is the named beneficiary, or no beneficiary is named. You should review your beneficiary designations periodically. Designations can be changed during the term of the annuity. Upon death of the owner or annuitant, the insurance company should be notified immediately, and settlement options reviewed.
- The tax-deferral benefit offered by annuities provides no additional tax benefit if they are held in tax-qualified accounts such as an IRA, 403(b) or 401(k). Special rules governing annuities issued in connection with a tax-qualified retirement plan restrict the amount that can be contributed to the contract during any year, the time when amounts can be paid from the contract, and the amount of any death benefit that may be allowed. In addition, the rules provide for different results when distributions, including death benefits, are made from these types of annuity contracts.
- Certain state and local governments impose premium taxes. These taxes currently range from 0% to 5%, depending upon jurisdiction. The insurance company is responsible for paying these taxes and will determine the method used to recover premium tax expenses incurred. The insurance company may deduct any applicable premium taxes from the contract value, either upon death, surrender or annuitization, or at the time purchase payments are made, but no earlier than when the insurance company has a tax liability under state law.

If you have purchased your annuity as an investment plan for an IRA account, the IRA custodian will be responsible for any tax reporting with respect to the annuity. Since distributions from an IRA must be reported, distributions will be paid and reported from the custodial account, which may include other assets in addition to your annuity contract. Therefore, if you wish to take a distribution from your annuity, you should first contact your financial professional, not the insurance company. Please consult your tax advisor and consider all the tax consequences before purchasing an annuity.

#### Tax-Free Exchange of Annuities

Section 1035 of the Internal Revenue Code allows you to exchange an existing annuity contract for a new one without paying any taxes on the income and investment gains in the original variable annuity account. The "1035 exchange" can be useful if another annuity has features that you prefer, such as a larger death benefit, different annuity payout options, or a wider choice of investments.

However, you may be required to pay surrender charges on your original annuity if you are still in the surrender charge period. In addition, a new surrender charge period generally begins when you exchange into the new annuity. This means that, for a significant period (as much as 10 years), you typically will be subject to a surrender charge (which can be as high as 9% of

your withdrawals) if you withdraw funds from the new annuity. If your original contract has decreased in value below its death benefit, you will be giving up the difference by surrendering the contract. Further, the new annuity may have higher annual fees and charges than your existing annuity, which will reduce your returns.

## What Should I Consider Before Investing in an Annuity?

Annuities are long-term investments designed to meet retirement and other long-range goals. Annuities are not suitable for pursuing short-term investment goals, because substantial taxes and charges from the insurance company generally apply if you withdraw your money early. Variable annuities also involve investment risks.

Before investing in any annuity contract, you should learn about the specific annuity you are considering. Variable annuities are sold by prospectus. Request a prospectus or any other available material from the insurance company or from your financial professional and read it carefully before you invest. The prospectus contains important information about the annuity contract, including risks, fees and charges, investment options, death benefits, annuity payout options, and other important information. You should compare the benefits and costs of the annuity to other annuities and to other types of investments, such as mutual funds and life insurance, which could be more appropriate for your situation.

Before you decide to purchase an annuity, consider the following questions:

- Are you taking advantage of all your other tax-deferred opportunities, like 401(k)s and IRAs?
- Will you use the annuity primarily to save for retirement or a similar long-term goal?
- Are you investing in the annuity through a retirement plan or IRA (which would mean that you are not receiving any additional tax-deferral benefit from the variable annuity)? Are there features and benefits in the annuity contract, other than tax-deferral, that make an annuity purchase appropriate?
- Are you willing to take the risk that your account value may decrease if the underlying investment options in a variable annuity perform poorly?
- Do you understand the features of the variable annuity?
- If you are considering a fixed annuity, do you understand how interest will be credited to the annuity contract?
- Do you understand all of the fees and expenses that the annuity charges?
- Do you intend to keep your money in the annuity long enough to avoid paying any surrender charges if you have to withdraw money?
- If a variable annuity offers a bonus credit, will the bonus outweigh any higher fees and charges that the product may carry?
- Are there features of the annuity that you could purchase separately at a lower cost?
- Have you consulted with a tax advisor and considered all the tax consequences of purchasing an annuity, including the effect of annuity payments on your tax status in retirement or death-benefit payments to your beneficiaries?
- If you are exchanging one annuity for another, do the benefits of the exchange outweigh the costs such as any
  surrender charges you will have to pay if you withdraw your money before the end of the surrender period for the new
  annuity?

# **Insurance Company Ratings and What They Mean**

The insurance company guarantees many features in the annuity, including rates of return for fixed accounts and the features previously discussed, like the GMDB, GMIB or GMWB. Therefore, the financial strength of the issuing insurance company is very important. Several independent, nationally recognized rating agencies regularly review the financial records of insurance companies to assess their strength and claims-paying ability. The stronger and more financially secure the insurance company, the more likely it is that the insurance company can pay the benefits offered. However, even a strong rating does not ensure that the insurance company will be able to meet all of its obligations under the annuity contracts. For information about insurance company ratings, ask your financial professional to provide the ratings, or contact the following rating agencies: A M Best Company (ambest.com); Fitch Ratings (fitchratings.com); Standard & Poor's Corporation (standardandpoors.com); and Moody's Investor Service (moodys.com). These ratings do not relate to the past performance or potential performance of the annuity's sub-accounts.

# How Compensation is Paid to AIS and your Financial Professional

For helping you choose an annuity, AIS and your financial professional are paid in ways that vary based on the type of annuity, the issuing insurance company and the amount invested.

• As mentioned above, AIS is paid by the insurance company if we sell you an annuity. Under an agreement with the insurance company, AIS is paid based on the amount of the purchase payments. Your financial professional's initial compensation is based on a compensation formula applied to the purchase payments. This type of compensation is typically referred to as a commission which typically range from 1% to 6% of the purchase payments. For example, a \$10,000 transaction in an annuity would pay a commission ranging from \$100 to \$600. A portion of this commission is credited to the financial professional.

- AIS also receives ongoing payments, known as residuals or trail commissions, on invested assets that are held in your variable annuity for more than one year. These ongoing payments are set by the insurance company, and AIS generally pays a portion of the trail commissions to its financial professionals. Trail commissions generally range from 0% to 1% per year on invested assets. Invested assets of \$10,000 would equate to a maximum trail of \$100 per year assuming there is no growth in the annuity value. In general, the greater the commission paid, the lower the trail, and the lower the commission, the greater the trail.
- Commissions and trails paid to AIS vary by share class and may vary by insurance carrier. Within each variable annuity there are usually multiple commission options a financial professional can select, which may influence the features offered to you. In addition, when a financial professional selects a shortened surrender charge option or premium bonus, they may not have all the same commission options available on a standard B share, and the upfront commission may be reduced and/or deferred. For example, your financial professional may elect to receive a higher upfront commission without using a shortened surrender charge feature versus a lower upfront commission and higher deferred commission, with the shortened surrender charge feature. The annual fees and charges on the contract are not affected by the commission option selected by your financial professional. However, the annual fees and charges on the contract will vary depending on the share class selected and the options chosen.
- The compensation formula to determine the amount of payment from AIS to your financial professional is the same for all annuities. Some insurance companies pay AIS higher compensation for sales of their annuities than other companies do.

Feel free to ask your financial professional how he or she will be compensated for any annuity transaction.

#### AIS's Relationships with Insurance Companies

The annuity prospectus contains detailed disclosures about sales charges and ongoing fees. You should review this information carefully before investing and ask your financial professional any questions you have about how AIS is compensated in connection with your investment.

AIS has reviewed numerous insurance companies' products and has made them available for financial professionals to offer their clients. Some issuers pay us to help offset the costs of providing training and marketing support to our financial professionals, including hosting educational conferences and meetings. This is a conflict of interest because we have an incentive to recommend the products of issuers who make these types of payments over the products of issuers that do not.

These payments are calculated as a percentage of sales and/or assets. The amount paid from insurance companies is up to 0.25% on sales, and up to 0.13% on customer assets each year. For example, for every \$10,000 in annuity value, AIS might receive up to \$25 at the time of initial purchase, and up to \$13 annually if these assets stay invested. AIS also receives additional lump sum payments, which could be significant in amount.

This creates an incentive for us to sell you investments from – and maintain relationships with – issuers that make these payments and recommend their products and services over others that pay us less in revenue sharing or not at all. Although your financial professional does not receive direct compensation from Avantax's revenue sharing arrangements, s/he does benefit indirectly through their paid attendance at educational conferences and meetings, and reimbursement of expenses to cover the cost of a local client event, for example.

All of these above-referenced payments are in addition to the sales charges and ongoing payments disclosed in the fee tables found in the product prospectus. Over the course of managing your relationship, your financial professional may recommend products from these insurance companies.

The following insurance companies (or their affiliates) paid AIS for training and support, account administration or record-keeping services:

Allianz Life Insurance Company of North America, Allianz Life Financial Services LLC, Equitable Life Distributors LLC, American National Life, CUNA Mutual Group, Delaware Life, Great American Life, Jackson National Life Insurance Company, Lincoln Financial Distributors, AIG Capital Services, Inc., Athene Annuity and Life Company, Brighthouse Financial, Inc., Eagle Life Insurance Company, Nationwide Investment Services Corporation, Pacific Life, Principal Life, Protective Life Insurance Company, Prudential Life and Annuity, Transamerica Life Insurance Company, Global Atlantic Financial Group, New York Life Insurance Company, Integrity life Insurance Company, Security Benefit Life, Symetra Life Insurance Company, and Sammons Financial Network LLC.

For more complete information about variable annuity products or to obtain a variable annuity prospectus, please ask your financial professional. Investors should consider the contract and the underlying portfolios' investment objectives, risks, and charges and expenses carefully before investing. This and other important information is contained in the prospectuses. You should read and consider the information in the prospectuses carefully before investing.

To learn more about annuities, ask your financial professional, or visit the following websites: Insured Retirement Institute:

irionline.org; Alliance for Lifetime Income: protectedincome.org; Financial Industry Regulatory Authority: finra.org; Securities and Exchange Commission: sec.gov; or Avantax Investment Services: avantax.com/disclosure-catalog.

# Avantax Wealth Management\*\*

# PRIVACY POLICY FOR CUSTOMERS

This policy is effective as of September 30, 2023

This Privacy Policy is provided to you on behalf of Avantax Wealth Management, Inc. d/b/a Avantax Wealth Management®, and its financial services affiliates, i.e., Avantax Investment Services, Inc., Avantax Advisory Services, Inc., Avantax Planning Partners, Avantax Insurance Services, Inc. and Avantax Insurance Agency, LLC. (which may be collectively referred to herein as "Avantax Wealth Management Affiliates," or "Avantax" or "we" or "us" or "our"). This policy applies to consumers who have, or have had, a customer relationship with Avantax. For purposes of this policy, "Personal Information" is data specifically about you, which you typically provide to Avantax on a voluntary basis when you purchase products or services through us or our sales representatives ("Financial Professionals"). Personal Information does not include publicly available information or anonymous, aggregate or combined information, which includes data related to you but does not identify you specifically.

#### **Information Collection**

Avantax collects and maintains certain information about you, including Personal Information, in connection with opening and servicing your account, offering you products and services, and complying with applicable supervisory and record-keeping regulatory requirements. In the course of serving you, we collect certain Personal Information about you from a variety of sources, such as:

- Information you voluntarily provide to us through electronic communications (including email), on applications or forms, and through our websites, including, but not limited to, your name, address, Social Security number, birth date, assets, income, email address, bank account number and/or health information (if you apply for insurance products through Avantax). We may also collect information from your tax return if you voluntarily agree with your tax preparer to share that information with us;
- Information we receive from an outside company, such as a credit bureau regarding your credit history if you apply for credit products, or due diligence companies to confirm your identity, background and/or eligibility to open an account;
- Information about your transactions or communications with Avantax, including electronic communications you have with Avantax or our Financial Professionals through all email accounts, including, but not limited to, a Financial Professional's Avantax email address; or
- From other sources with your consent (for example, from other institutions if you transfer positions into an account at Avantax).

We may collect and use the following information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household:

- **Identifiers** (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, or other similar identifiers);
- Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, address, telephone number, bank account number, social security number, or any other financial information;
- Professional or employment-related information, including job title, company, and salary information
  or
- **Commercial information** (e.g., records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies).

#### <u>Information Use and Disclosure</u>

#### How we share information about you among all Avantax Affiliates

The Personal Information we collect is used to maintain and service your accounts. Personal Information may be used or shared within Avantax for a number of purposes, such as:

# **Avantax**Wealth Management\*\*

# PRIVACY POLICY FOR CUSTOMERS

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- For our everyday business purposes among all Avantax Affiliates (including but not limited to Avantax, Inc., and Avantax Planning Partners<sup>™</sup>), such as to process your transactions, maintain and service your account, provide you with customer service, and protect your account. This includes sharing information if your accounts are reassigned to another Avantax Professional; or
- For marketing purposes for Avantax Wealth Management Affiliates to offer products and services to you.

#### How we share information about you with Nonaffiliates

We share Personal Information with nonaffiliates in connection with servicing your account or otherwise as permitted or required by law. Avantax does <u>not</u> sell your Personal Information to nonaffiliates for those companies to market their own products or services to you. We may share Personal Information with the following types of nonaffiliates:

- Companies that perform services for us or assist us in servicing your account. For example,
  National Financial Services LLC ("NFS") (Avantax's clearing firm), data processors, technical systems
  consultants and computer programmers, check printers, data aggregators, marketers, mail fulfillment
  vendors and insurance policy underwriting, administration, and claims handling;
- Others as permitted or required by law. For example, responding to court orders, subpoenas, regulatory
  inquiries and legal investigations, reporting to credit bureaus, and those with whom you have requested or
  authorized us to share information; or
- In connection with an acquisition, merger, restructuring, sale or other transfer of all or any portion of Avantax we may share Personal Information with the purchaser or potential purchaser.

In the preceding 12 months, we may have disclosed for a business purpose to one or more third parties the following categories of personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a consumer or household:

- <u>Identifiers</u> (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers);
- <u>Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, address, telephone number, education, employment, and employment history;</u>
- Professional or employment-related information, including job title, company, and salary information; or
- <u>Commercial information</u> (e.g., records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies).

### **Information You Share With Others**

Account owners may choose to allow Avantax or their Financial Professional to share their Personal Information or account-related information with individuals who are not account owners. For accounts held jointly by two or more persons, the privacy choices made by any account holder apply to everyone on your account. This applies, but is not limited to, Personal Information and account-related information provided to an account owner in paper or electronic formats.

#### **Information Your Financial Professional Obtains**

Your Financial Professional will obtain Personal Information about you during the course of servicing your accounts while the Financial Professional is affiliated with Avantax and may retain that information after leaving Avantax. That information remains subject to restrictions that limit the use or disclosure of the information (except as permitted or required by law). If your Financial Professional joins a nonaffiliated securities broker-dealer, investment adviser or insurance company, we or your Financial Professional may share your Personal Information with the new firm to enable your Financial Professional to notify you of their new firm and as a means to continue servicing and maintaining your accounts.



# PRIVACY POLICY FOR CUSTOMERS

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You can limit the Personal Information a Financial Professional retains or shares with a new firm, or we share with a new firm, by following the instructions provided below (Avantax can only limit this sharing if we receive your instructions in a timely manner before the Financial Professional has terminated their affiliation with Avantax).

If your Avantax Financial Professional offers you other products or services not affiliated with Avantax (e.g., legal, tax, accounting, audit, payroll), then any Personal Information you provide unrelated to Avantax products and services is not covered by this privacy policy and your rights (including the right to limit what the Financial Professional retains after leaving Avantax) would instead be governed by the laws and rules covering that particular product or service and the Financial Professional's independent business privacy policy.

#### **Information Protection**

To protect your personal information from unauthorized access and use, we use security measures designed to comply with federal law. These measures include certain commercially available computer safeguards and secured files and buildings. Additionally, Avantax requires its employees and Financial Professionals to comply with its privacy standards and policies, which are designed to protect customer information. However, while we strive to protect your Personal Information and privacy, WE DO NOT GUARANTEE OR WARRANT AGAINST THE THEFT, LOSS, DESTRUCTION, OR DISCLOSURE OF PERSONAL INFORMATION ARISING FROM OR RELATED TO THEFT, UNAUTHORIZED ACCESS BY THIRD PARTIES, OR DATA CORRUPTION, LOSS OR MODIFICATION RESULTING FROM THE INTRODUCTION OF MALICIOUS CODE.

Avantax has also established a separate Online Privacy Policy governing the collection of information obtained through the Avantax websites. For further information, please visit <a href="https://www.avantax.com">www.avantax.com</a>.

#### California Residents

As a California resident, you have the right to request any of the following information from us regarding personal information collected about you:

- The categories of personal information collected about you.
- The categories of sources from which the personal information is collected.
- The business or commercial purpose for collecting or selling personal information.
- The categories of third parties with whom we share personal information, if any.
- The specific personal information collected about you.
- For personal information sold or disclosed to a third party for a business purpose, you have a right to know the
  categories of personal information about you that we sold and the categories of third parties to whom the
  personal information was sold; and the categories of personal information that we disclosed about you for a
  business purpose.

We will provide this information free of charge up to two (2) times in any twelve (12) month period within 45 days of receiving your verifiable request (including verification of your identity and your California residency), subject to delays and exclusions permitted by law. Specific personal information about you or your account that is categorized as sensitive or confidential may be redacted.

As a California resident, you have the right to request that we correct or delete any personal information that we have collected about you. We will honor this request subject to the range of exclusions permitted by law, including the Gramm-Leach-Billey Act. For example, we are not required to delete personal information if it is necessary to complete a transaction or reasonably used for an ongoing business relationship or if it is used internally in a lawful manner that is compatible with the context in which the consumer provided the information.



# PRIVACY POLICY FOR CUSTOMERS

This policy is effective as of September 30, 2023

As a California resident, you also have the right to opt out of the sharing or selling of your personal information to third parties.

We will not discriminate against you if you choose to exercise any of these rights. California residents may exercise the rights described above by contacting us as follows:

Mail: Avantax Operations Department

P.O. Box 142829

Irving, TX 75014-2829

Email: AvantaxPrivacyPolicy@avantax.com (please use "California Privacy" in the subject line)

Phone: Call Avantax at 972-870-6000

Via the webform: www.avantax.com/privacy-policy

We may require verification of your identity before further processing your request. In certain instances, we may be permitted by law to decline some or all of such request.

#### To Limit Our Sharing

To limit the Personal Information about you that your Financial Professional may retain or share after they leave Avantax, please mail us the form included on this notice.

#### **Contact Us**

For general questions regarding this Privacy Policy, please contact Avantax at:

#### By Email:

AvantaxPrivacyPolicy@avantax.com

# By Postal Mail:

3200 Olympus Blvd., Suite

100 Attn: Risk Management

Dallas, TX 75019

#### By Phone:

Call Avantax at 866-218-8206, option 2, and ask for Risk Management.



By completing and submitting this Opt-Out Form, I am instructing Avantax Wealth Management<sup>®</sup> ("Avantax") to not allow my Avantax Financial Professional to retain my Personal Information if they terminate their relationship with Avantax or share my Personal Information with any new firm they may join.

Mail-In Opt-Out Form To:

Please print legibly.

Avantax Operations Department PO Box 142829 Irving, TX 75014-2829

Your election to opt-out will not be recognized if you do not complete all of the information below.

Name:	
Address:	
City State Zip Code:	
Last Four Digits of Your Account Number(s):	
Avantay Financial Professional Name:	

#### **Investments & Insurance Products:**

Not Insured by the FDIC or Any Federal Government Agency	Not Deposits of or Guaranteed by the Bank or Any Bank Affiliate
May Lose Value	

Securities offered through Avantax Investment Services<sup>SM</sup>, Member FINRA, SIPC. Investment advisory services offered through Avantax Advisory Services<sup>SM</sup>, 3200 Olympus Blvd, Dallas, TX 75019. Avantax Investment Services<sup>SM</sup> is registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Information is available on the MSRB website <a href="https://www.msrb.org">www.msrb.org</a> that describes protections available under MSRB rules and how to file a complaint.

## **Business Continuity Plan Summary**

Avantax Wealth Management, Inc. d/b/a Avantax Wealth Management®, and its financial services affiliates, i.e., Avantax Investment Services, Inc., Avantax Advisory Services, Inc., Avantax Insurance Services, Inc. and Avantax Insurance Agency, LLC (which may be collectively referred to herein as "Avantax Wealth Management Affiliates," or "Avantax" or "we" or "us" or "our") recognize the importance of safeguarding our clients' assets and protecting our clients' account information in the event of a Significant Business Disruption ("SBD") of our normal day-to-day operations due to a natural and/or man-made disaster.

Avantax has developed a Business Continuity Plan ("BCP") to enable the firm to recover from both internal and external disruptions of varying lengths and scope. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. Avantax reviews, updates, and tests its BCP on a regular basis.

It is the policy of Avantax to respond to a SBD by safeguarding employees' lives and firm property, making a financial and operational assessment, quickly recovering, and resuming operations and allowing our clients to transact business.

Our BCP is developed to include the ability to recover from situations that affect one or more of the following:

- · our primary location
- a single building housing our firm
- the business district where our firm is located
- · the city where we are located
- the entire region

Within each of these areas, the severity of the disruption can also vary from minimal to severe. Additionally, in any of the above situations, we plan to continue our business, transfer our critical functions to our clearing firm for brokerage business or advise clients to contact the product sponsor directly for retail direct and insurance business, if necessary. Avantax will make every effort to ensure that clients can access their funds and securities within a reasonable time directly from their clearing firm, mutual fund companies and insurance carriers. Please note that we have no control over the clearing firms' or product sponsors' ability to respond appropriately to clients during a disaster.

If necessary, in a disruption to our firm or a building housing our firm, we will transfer our operations to an alternate location and expect to resume critical functions of order taking, order entry, account maintenance and providing access to funds and securities within four (4) hours with other service-related functions being operational within 12 hours. In a SBD affecting our business district, entire city or region, we will transfer our operations to a geographically separate location that is not within the district, city or region and expect to resume operations within 24 hours. However, while we have a detailed BCP in place, we cannot guarantee the recovery times above, as we may not be able to anticipate the ramifications or outcomes of all disasters. If your Avantax Financial Professional ceases operations due to a significant business interruption, you may call Avantax at (972) 870-6000 for emergency assistance.

Avantax does not maintain custody of client funds or securities and relies on our critical business constituents, such as our clearing firm, National Financial Services LLC, for processing client transactions, maintaining client accounts and providing prompt access to clients' funds and securities.

Our BCP addresses all of the following:

- · data backup and recovery
- · all mission critical systems
- financial and operational assessments
- alternative communications with clients, employees and regulators
- alternate physical location of employees
- · critical supplier, contractor, bank and counter-party impact
- · regulatory reporting
- · assures our clients prompt access to their funds and securities, if we are unable to continue our business

Avantax's BCP Summary is subject to modification, without notice. A current copy and updates to Avantax's BCP Summary are posted on the firm's website at <a href="https://www.avantax.com">www.avantax.com</a> or may be requested from:

Avantax Wealth Management, Inc. Attn: Business Continuity Planning 3200 Olympus Blvd, Suite 100

Dallas, TX 75019

Email: BCP@avantax.com or 972-870-6900

This BCP applies to Avantax Wealth Management, Inc., Member FINRA, SIPC and all of its affiliated companies including: Avantax Investment Services, Inc., Avantax Advisory Services, Inc., Avantax Insurance Agency LLC, and other Avantax insurance agencies as established to meet state requirements. Headquarters located at 3200 Olympus Blvd., Dallas, TX 75019.

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