
MARCH 2026 (FOR USE WITH CSA VERSION 5.09)

Platform Disclosure Packet

For Use with Accounts Custodied at Third Party Custodians

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Client Relationship Summary



Form CRS – Effective October 24, 2023

ITEM 1 Introduction

AssetMark, Inc. (“AssetMark”) is registered with the U.S. Securities and Exchange Commission as an investment adviser. Brokerage and investment advisory services and fees differ, and it is important for you to understand the differences. Free and simple tools that allow you to research firms and financial professionals are available at www.investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

ITEM 2 Relationship and Services

What investment services and advice can you provide me?

Description of Services: AssetMark offers retail investors a broad range of investment advisory services through a wrap fee program designed to meet your investment needs while balancing your tolerance for risk.

AssetMark’s services are available to you through your financial advisor or financial professional (“financial professional”). Your financial professional is independent and is not an AssetMark employee. Your financial professional will work closely with you to examine your financial situation and financial goals, understand your risk tolerance and investment time horizon, help you select an appropriate investment strategy for your AssetMark account(s) and assist you with your AssetMark account(s).

Monitoring: AssetMark will monitor your account. Securities and other assets will be purchased and sold in the account consistent with your selected investment strategy.

Investment Authority: AssetMark offers you discretionary and non-discretionary advisory services. In a discretionary arrangement, you can grant AssetMark the authority to take certain actions on your behalf that are consistent with your investment strategy and without asking for your consent in advance, such as determining the securities or other assets to purchase or sell in the account or replacing investment firms (other than your financial professional) that provide services. As sponsor of the AssetMark Platform (used by your financial professional), AssetMark provides administrative services, such as account administration and internet-based software tools, to help your financial professional provide services to you.

Account Minimums and Other Requirements: Account minimums range from \$10,000 to \$1,000,000 depending on the investment strategy selected.

Additional Information: For more information on advisory services and relationships, visit our website at <https://www.assetmark.com/info/disclosure>, Form ADV Part 2A Appendix 1, Item 4.

CONVERSATION STARTER – Ask your financial professional

Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?

ITEM 3 Fees, Costs, Conflicts and Standard of Conduct

What fees will I pay?

The fees you will pay are 1) a Platform Fee to AssetMark, and 2) a Financial Advisory Fee to your financial professional’s firm. The Platform Fee is a “wrap fee” since it pays for advisory and administrative services and most, but not all, costs and fees charged by your custodian and the broker-dealer and/or banks that have custody of and trade your assets. Therefore, fees can be higher than a typical asset-based advisory fee. There are additional charges for certain activity on an account (such as custodian termination fees or fees for wires or returned checks). For example, an account invested in alternative or fixed income investments will incur additional fees. Minimum account fees are applicable to certain strategies. The Platform Fee and Financial Advisory Fee are assessed quarterly in advance and are a percentage of the value of your account, including accrued interest and dividends, at the end of each quarter.

The more assets there are in your account, the more you will pay in fees, and both AssetMark and your financial professional, therefore, have an incentive to encourage you to increase the assets in your account. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money on your investments over time. Please make sure you understand what fees and costs you are paying.

Additional Information: For more information on fees, cost and conflicts, visit our website at <https://www.assetmark.com/info/disclosure>, Form ADV Part 2A Appendix 1, Item 4, Disclosure Brochure.

ITEM 3 continues on the next page

CONVERSATION STARTER – Ask your financial professional	Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?
What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?	
<p>When AssetMark acts as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should review the AssetMark Form ADV Part 2A Appendix 1 and ask your financial professional about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.</p> <p>Proprietary Strategies and Products: The AssetMark Platform includes proprietary strategies and funds, meaning that they are managed by AssetMark. These proprietary strategies and funds create a conflict for us because we receive compensation if your assets are directed to these proprietary strategies or funds; they can be more profitable to us than strategies or products available from third-party firms. Proprietary funds are the GuideMark and GuidePath mutual funds.</p> <p>Custodial Relationships - Insured Cash Deposit (“ICD”) Program and Mutual Fund Revenues: AssetMark supports custodial accounts at several custodians, including its affiliated custodian, AssetMark Trust Company (“ATC”). AssetMark negotiates fees and services with these custodians, and this creates a conflict of interest in situations where AssetMark may pay custodians lower fees or spend less on the services it provides custodians. In particular, AssetMark and, therefore, its parent company earn greater revenues, although AssetMark provides additional services, on accounts custodied at ATC. For example, ATC receives revenue from the Insured Cash Deposit (“ICD”) Program for cash held in client accounts, and together, ATC in consultation with AssetMark, has the ability to affect the interest rate paid to clients in the ICD program. AssetMark addresses these conflicts through disclosure and by charging an identical Platform Fee to clients no matter what custodian the clients and their advisors choose and because AssetMark has no discretion in choosing custodians and does not recommend custodians to clients.</p> <p>Mutual Fund Revenues: Some mutual funds pay Rule 12b-1 fees and shareholder servicing fees, and some service providers to mutual funds make payments in return for shareholder, administrative and sub-transfer agent services provided to those mutual funds. These mutual fund revenues are paid to custodians, including to ATC, and can reduce the fees AssetMark otherwise would pay for custodial services. AssetMark, therefore, has a conflict of interest when selecting mutual funds that pay different levels of compensation to custodians. AssetMark addresses this conflict through disclosure and by charging an identical Platform Fee to clients no matter what custodian the clients and their advisors choose and because AssetMark has no discretion in choosing custodians and does not recommend custodians to clients.</p> <p>Additional Information: For more information on conflicts of interest, visit our website at https://www.assetmark.com/info/disclosure, Form ADV Part 2A Appendix 1, Item 4.</p>	
CONVERSATION STARTER – Ask your financial professional	How might your conflicts of interest affect me, and how will you address them?
How do your financial professionals make money? Your financial professional is not an AssetMark employee but is associated with a third-party firm. AssetMark’s employees will not have a direct relationship with you. Therefore, AssetMark’s financial professionals (employees) are not compensated for providing advisory services directly to you, including the selection of investment strategies. AssetMark primarily makes money from the Platform Fees you pay. It is important that you also understand the fees paid to your financial professional.	
ITEM 4 Disciplinary History	
Do you or your financial professionals have legal or disciplinary history?	
Yes. For more information on AssetMark’s disciplinary history, visit our website at https://www.assetmark.com/info/disclosure , Form ADV Part 2A Appendix 1, Item 9, Disclosure Brochure. You can also visit www.investor.gov/CRS for a free and simple search tool to learn more.	
CONVERSATION STARTER – Ask your financial professional	As a financial professional, do you have any disciplinary history? For what type of conduct?
ITEM 5 Additional Information	
For more information about AssetMark and to request up-to-date information or a copy of the Relationship Summary, you can contact your financial professional, call AssetMark at 1-800-664-5345 or visit our website at www.assetmark.com .	
CONVERSATION STARTER – Ask your financial professional	Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk if I have concerns about how this person is treating me?

EFFECTIVE MARCH 27, 2026

Platform Disclosure Brochure

Form ADV Part 2A – Appendix 1, Wrap Fee Program Brochure

SEC File Number – 801 56323

IA Firm CRD Number - 109018

ITEM 1 – COVER PAGE

AssetMark, Inc.

Advisor Compliance
1655 Grant Street, 10th Floor
Concord, CA 94520-2445
800-664-5345

This Disclosure Brochure provides information about the qualifications and business practices of AssetMark, Inc. (“AssetMark”). If you have any questions about the contents of this Brochure, please contact AssetMark using the information shown on the left. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. AssetMark is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about AssetMark is also available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 2 – MATERIAL CHANGES

This section provides a summary of material changes that were made to this brochure since the last update. It includes changes to AssetMark's Platform and is intended to help Clients determine if they want to review this brochure in its entirety or contact their Financial Advisor with questions about the changes.

AssetMark can make interim updates to this brochure throughout the year. However, you will receive notice of any material changes, which must also be filed with the SEC. Information about AssetMark is available on the SEC's website at www.adviserinfo.sec.gov or at www.assetmark.com. You can also request a copy by contacting us at:

AssetMark, Inc.
Attention: Adviser Compliance
1655 Grant Street, 10th Floor
Concord, CA 94520
800-664-5345
advisercompliance@assetmark.com

There have been no material changes since the last Form ADV Part 2A Appendix 1 update in December 2025. The following updates were made, in addition to clarifying edits in the disclosure brochure:

- Item 4 – Fees and Compensation
 - Addition of monthly frequency for the billing process
 - Use of RS shares in Self-Directed Retirement Plan Accounts

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ITEM 4 – SERVICE, FEES AND COMPENSATION

WRAP FEE PROGRAM – THE FINANCIAL ADVISORY FIRM AND THE CLIENT SERVICES AGREEMENT

AssetMark, Inc. (“AssetMark”) is the sponsor of the AssetMark Platform (“Platform”) through which it offers its advisory and Platform services to Clients (the “Client”). Representatives of third-party investment adviser firms (these firms are referred to in this brochure as “Financial Advisory Firms” and their representatives are referred to as the “Financial Advisors”) consult with Clients to assess their financial situation and identify their investment objectives in order to implement investment solutions designed to meet the Client’s financial needs.

In order to participate in the Platform, the Client and the Financial Advisory Firm will enter into a Client Services Agreement (“CSA”) or other advisory agreement that outlines the services to be performed by the Financial Advisory Firm, the authority of the Financial Advisory Firm, the compensation payable by the Client, and other important provisions governing participation in the Platform. The Financial Advisory Firm evaluates the Client’s investment needs and objectives, consults with the Client concerning the Client’s participation in the Platform and is responsible for determining the suitability of various Solution Types (“Solution Types”) for the Client’s investment objectives and financial condition. The Financial Advisory Firm, through its Financial Advisor, not AssetMark, recommends the Strategy to the Client and monitors whether to recommend that the Client remain in the selected Strategy. Each of the Solution Types may be implemented with a number of options, including a range of Risk/Return Profiles (the “Risk/Return Profiles”) and Investment Approaches (the “Investment Approaches”), each described below, so that the Client can customize a strategy by which each of the Client’s accounts under the Platform will be managed or maintained. The specific Solution Type and the components of the strategy selected for the Client’s Account are referred to as the Client’s investment “Strategy.” A Client will establish one or more investment accounts (each an “Account”) through the Platform, and the Client’s Accounts are collectively referred to as the Client’s “Portfolio.”

ASSETMARK, INC. & ITS OWNERSHIP STRUCTURE

AssetMark is an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”) since 1999 providing various investment advisory and consulting services to other advisors and investment Clients. AssetMark and AssetMark Trust Company (“AssetMark Trust”) are wholly owned subsidiaries of AssetMark Financial Holdings, Inc. AssetMark Financial Holdings, Inc. is an independent, private company owned by GTCR, a private equity firm based in Chicago, Illinois. AssetMark Wealth Solutions includes AssetMark’s Asset Management (AAM), Due Diligence, Investment Consulting, and other portfolio, wealth, and practice solutions. AAM is responsible for AssetMark’s proprietary investment strategies.

If the Financial Advisor selects for the Client a Solution Type (or “Solutions,” described below) managed by AAM, AssetMark is responsible for the management of that Solution Type for the Client’s Account (described below). AssetMark also serves as the investment adviser for the GuideMark Funds and GuidePath Funds (each a “Fund” and collectively the “Proprietary Funds”) available in certain Solution Types on the Platform:

- 1) GuideMark Funds (no-load sub-advised mutual funds)
- 2) GuidePath Funds (no-load funds of funds and a sub-advised managed futures mutual fund)

The Proprietary Funds are intended for use exclusively through the Platform. Service Class shares of the Proprietary Funds are assessed a 0.25% Administrative Services Fee (“ASF”) paid by the Proprietary Funds to AssetMark that supports services provided through the Platform. Investors who hold the Proprietary Funds outside of the Platform remain subject to the ASF even though they will not receive the Platform services because the ASF is paid directly by each Proprietary Fund as part of the embedded internal expense structure of each Proprietary Fund, which includes a management fee, the ASF and certain other expenses as detailed in the Proprietary Funds’ Prospectus. Because the fees are paid by the Proprietary Funds pursuant to an Administrative Services Agreement between AssetMark and the Proprietary Funds, Clients are not able to negotiate the ASF rate. Additionally, there is currently no class of shares of the Proprietary Funds with a fee structure that is designed for use outside of the Platform (i.e., for direct investment). Clients should review the applicable Proprietary Fund’s Prospectus for a description of all fees and charges assessed and other expenses of the Proprietary Funds. Clients should also consult with their Financial Advisor when considering whether to move their investments in the Proprietary Funds off of the Platform in order to determine whether continuing to hold shares of the Proprietary Funds off of the Platform or re-deeming the Client’s shares of the Proprietary Funds is appropriate for the Client’s circumstances.

AssetMark is responsible for the selection and management of subadvisors for each of the GuideMark Funds. However, the Client and the Financial Advisor, and not AssetMark, are responsible for selecting the Solution Type that uses Proprietary Funds.

AssetMark is not registered with the Commodity Futures Trading Commission (“CFTC”) as a commodity trading advisor, based on its determination that it will rely on certain exemptions from registration provided by the Commodity Exchange Act (“CEA”) and the rules thereunder. The CFTC has not passed upon the availability of these exemptions to AssetMark. AssetMark currently acts as a registered “commodity pool operator” (“CPO”) with respect to the GuidePath Managed Futures Strategy Fund and its wholly owned controlled foreign corporation, the GuidePath Managed Futures Strategy Cayman Fund. AssetMark is registered as a CPO under the CEA and the rules of the CFTC.

AAM acts as the Portfolio Strategist (described below) providing Model Portfolios (described below) for a number of Solutions. It is also among the Discretionary Managers (described below) offered on the Platform. With respect to those Strategies in which AssetMark acts as a Discretionary Manager, its obligations are accordingly those of a Discretionary Manager and include the selection of securities for the Account (consistent with the Strategy (described below) selected by the Financial Advisor and Client) and trade execution. A list of Portfolio Strategists/Model Providers and Investment/Discretionary Managers are provided in Exhibit A.

Solutions are available either through third-party Investment Management Firms (described below) or as proprietary Strategies managed by AAM. Strategists are also permitted to use AssetMark proprietary investment options or funds as part of a Strategy.

DESCRIPTION OF PLATFORM SERVICES

Financial Advisory Firms enter into an agreement with AssetMark to access the Platform for their Clients. As part of the Platform services, AssetMark provides account administration, custody, brokerage and advisory services; the Platform is therefore considered a “wrap program.” AssetMark has developed internet-based software which

provides the Financial Advisory Firm with the ability to directly monitor its Clients' Accounts, download information concerning changes in the Platform, and access current information relating to the Platform.

To establish a Client's Account on the Platform, the Financial Advisory Firm and Client will enter into an advisory agreement. A Client will typically complete a questionnaire, or otherwise provide information to the Financial Advisory Firm, to enable the Client and the Financial Advisory Firm to identify the Client's risk tolerance and rate of return objectives. The Client typically will provide the Financial Advisory Firm with information concerning the Client's investment experience, anticipated need for liquidity, potential timing of the need for retirement funds, and other investment needs and parameters. This information will assist the Client and the Financial Advisory Firm in selecting which of the Risk/Return Profiles (described below) is most closely aligned with the Client's investment goals. The Financial Advisory Firm remains responsible for monitoring the Solution Types and Risk/Return Profiles and recommending any changes to the Client throughout the duration of the Client's Account on the Platform, including any custom accounts at third-party Discretionary Managers. AssetMark's responsibility is to implement the Solution Type and Risk/Return Profile chosen by the Client and the Financial Advisory Firm. AssetMark does not advise the Client about potential changes to the Client's Solution Type or Risk/Return Profile.

RISK RETURN PROFILES

One of the fundamental elements of the Platform is establishing the Client's appropriate Risk/Return Profile. These Profiles range from most conservative (lowest estimated risk and lowest potential return) to most aggressive (highest estimated risk and highest potential return). Strategies on the Platform can only have a single risk profile or may have multiple risk profiles.

The investment objectives for each of the six Risk/Return Profiles are listed below:

- *Profile 1 – Conservative:* The profile is designed for an investor who wants to focus on preservation of capital as a primary goal and wishes to minimize downside risk.
- *Profile 2 – Moderate Conservative:* The profile is designed for an investor who seeks to preserve capital but wishes to assume moderate downside risk in order to earn a return sufficient to preserve purchasing power.
- *Profile 3 – Moderate:* The profile is designed for an investor who seeks to balance risk of loss to capital with capital appreciation.
- *Profile 4 – Moderate Growth:* The profile is designed for an investor who seeks enhanced capital appreciation and is willing to accept greater risk of downside loss and volatility of returns.
- *Profile 5 – Growth:* The profile is designed for an investor who seeks significant capital appreciation and is willing to accept a correspondingly greater risk of loss and volatility of returns.
- *Profile 6 – Maximum Growth:* The profile is designed for an investor who seeks the highest level of capital appreciation and is willing to accept the correspondingly greater risk of loss and volatility of returns.

Generally, the percentage allocation to equity securities targeted for each Risk/Return Profile increases for each Profile from Profile 1, Conservative, which would represent the lowest target allocation of equity securities, through Profile 6, Maximum Growth, which would represent the highest target allocation of equity securities.

INVESTMENT STRATEGIES

Another element of establishing the Client's investment objective is to identify the appropriate mix of Investment Strategies to manage risk efficiently and meet the Client's return objectives. Each Portfolio Strategist, Investment Manager and/or Solution Type is classified by AssetMark based on their Investment Strategy. The Client, with the assistance of their Financial Advisor, can select Solution Types for their Portfolio that represent a blend of different Investment Strategies.

There are five main types of investment strategies which can be used in a client portfolio:

1. **Core:** A mix of predominantly equities and fixed income across US or global markets and has multiple risk profiles. Other asset classes, including real assets and alternatives may be included to help manage risk. Strategies may focus on a total return or income mandates. Some Core Strategies may offer a tax aware option whereby tax-exempt fixed income investments are held within portfolios and in some cases tax-managed equity investments can also be held. For some Core Strategies, holding periods and turnover levels will be considered; however, AssetMark cannot guarantee that the portfolios will behave in a tax-sensitive manner over any given time period.
2. **Equity:** Strategies that are mainly invested in equities and are typically a single risk profile. Equity Strategies may focus on one of three investment mandates; total return (enhancing return over a diversified benchmark through active management – Enhanced Return Focus), income (ie equity dividends) or defense (limiting losses during market downturns through reducing equity exposure – Limit Loss Focus – holding lower beta securities or using hedging strategies)
3. **Bond:** Strategies that are mainly invested in fixed income and are typically a single risk profile (Bond and Bond Alternatives). Some Bond Strategies may include some low volatility alternative or equity exposure. These Strategies can help manage risk through diversification benefits and may focus on either a total return, income or defensive (typically lower duration) investment mandate
4. **Alternative:** Strategies that are mainly invested in non-correlated liquid alternative strategies to provide diversification benefits to help manage risk. Alternative Strategies are typically a single risk profile and can invest in traditional alternative strategies, niche strategies or trend following strategies (managed futures – Equity Alternatives).
5. **Private Assets:** Strategies that provide exposure to private assets and are designed as a complementary component of an objective-oriented portfolio. Incorporating private assets into a multi-asset traditional portfolio seeks to enhance risk-adjusted return and cater to specific investor objectives such as growth, income generation, and capital preservation. Solutions include exposure to private markets, leveraging semi-liquid funds that provide defined and limited windows of liquidity. The private assets holdings consist of interval or tender offer funds ("Private Markets Funds") that can provide exposure to private credit, private real estate, private equity, and/or private infrastructure. Please see the Private Markets Portfolios section for special considerations when investing in private assets.

SOLUTION TYPES

Investment Strategies are available through three general “Solution Types” (or “Solutions”) on the Platform.

- *Model Portfolios* – Client Accounts are allocated among securities and other investment vehicles on a non-discretionary basis pursuant to Model Portfolios provided by “Portfolio Strategists” (also referred to as “Model Providers”). Model Portfolios include mutual fund and ETF investment strategies and Separately Managed Accounts (“SMA”). SMA Model Portfolios are allocated among securities and other investment vehicles in accordance with the model and are typically selected for a specific asset class. AssetMark will serve as the Overlay Manager (described below) with regard to SMA accounts.
- *Individually Managed Accounts (“IMA”)* – The Client Account is managed and individual Client Account trades are implemented on a discretionary basis by a “Discretionary Manager” (also referred to as an “Investment Manager”). For some IMAs, AssetMark serves as the Discretionary Manager; for others, a third-party manager serves as Discretionary Manager and AssetMark has no role in trading for the IMA.
- *Individual Fund* – Client accounts are allocated to a single mutual fund (“IMF”) or a fund invested in private markets (such as an interval fund or a tender offer fund)(“Private Markets Fund”) that is intended to complement other Solution Types available on the AssetMark Platform, as part of the Client’s overall Portfolio. The mutual funds used in this Solution Type can be Proprietary or third-party funds. The Private Markets Funds are third party funds. IMFs are not available at all Platform Custodians. Clients should be aware that the Platform Fees charged by AssetMark for this Solution Type can be higher or lower than those charged by others in the industry or directly from the third-party fund provider, and that it can be possible to obtain the same or similar services from other investment advisers at lower or higher rates. AssetMark may waive the Platform Fee in its discretion. A Prospectus for any individual fund made available under this Solution Type can be obtained upon request from AssetMark or the Client’s Financial Advisor. Clients should review fund prospectuses and consult with their Financial Advisor if they have questions regarding these Solution Types. The mutual funds shares selected for use can be institutional or retail shares, and can include administrative service fees, sub-transfer agency fees and/or 12b-1 fees, that are fees borne by Clients. Private Markets Fund shares include administrative service fees that are paid to Platform Custodians, including AssetMark’s affiliated custodian, AssetMark Trust. See Servicing Fees Received by Custodians, including AssetMark Trust and Share Class Use for a discussion of 12b-1 fees, administrative service fees and sub-transfer agency fees in the Fees and Compensation section. For the Platform Fees charged for individual fund see Fees & Investment Minimums table at the back of this Disclosure Brochure. Please also see the Private Markets Portfolios section for special considerations when investing in Private Markets Funds.

The client’s Investment Strategy can be customized to each client’s account and implemented with a number of features and alternatives, such as:

- a range of Risk/Return Profiles;
- selection of one or more Investment Strategies and Mandates;
- a group of available Portfolio Strategists or Investment Managers; and
- various IMAs, so that the Client, as advised by the Financial Advisor, can create a Strategy by which each of the Client’s Accounts under the Platform will be managed or maintained.

Some Solution Types are available through third-party Investment Management Firms unaffiliated with AssetMark. Other Solution Types are proprietary Strategies available through AAM, or Individual Mutual Funds as described above. AssetMark makes available fact sheets and other information to assist the Financial Advisor and Client in making an informed decision. More detailed information about the proprietary solutions are provided in Exhibit B – AssetMark Asset Management – Solution Types.

Overlay Manager

For SMA Investment Solutions, the Client, with the assistance of their Financial Advisor, shall select a model provided by a Portfolio Strategist and AssetMark will serve as the “Overlay Manager” (or Investment Manager or Discretionary Manager) for Client Accounts. The Overlay Manager shall provide limited discretionary investment management services to the Account as discussed further below. The Client grants the Overlay Manager the authority to buy and sell securities and investments for the Account, to vote proxies and to effect corporate actions. AssetMark has contracted with Portfolio Strategists to provide recommendations for exposures to specific asset classes or securities.

The SMA Model Portfolios have been constructed by Portfolio Strategists engaged by AssetMark using individual securities recommendations. The Overlay Manager will have limited discretionary authority to execute transactions in each Account necessary to (i) track any reallocations, rebalance or other adjustments to the SMA asset allocations constructed by the Portfolio Strategists; (ii) implement changes recommended by the Portfolio Strategists; (iii) effect sale transactions of specified securities as directed by the Client and purchases of replacement securities; and (iv) implement trades to support advisor-directed tax-loss harvesting requests for clients and (v) implement any individual securities restrictions imposed on the Account by the Client.

As Overlay Manager, AssetMark intends to invest the Account consistent with the models provided by the Portfolio Strategist, unless circumstances indicate that modified allocations or investments are appropriate. The Client, with assistance of their Financial Advisor, can specify the initial Portfolio Strategist for the Account and will be given notice of any change to that Portfolio Strategist.

Individually Managed Accounts (“IMA”)

An IMA can be established as:

- Equity/Balanced;
- Fixed Income; and
- Custom High Net Worth

The Investment Manager will provide discretionary investment management services to the Account and the Client grants the Investment Manager the authority to buy and sell securities and investments for the Account, vote proxies for securities held by the Account, to select the broker-dealers or others with which transactions for the Accounts will be effected, and such other actions that are customary or appropriate for an Investment Manager to perform. The Investment Manager is responsible for selecting the securities for Client investment, including the share class if the investment is in mutual funds. Custody fees, if charged, are asset based. Usually, transaction fees are not charged to IMA accounts.

Step Out or Trade Away Trades for IMAs

The Investment Manager has the authority to “step-out” or “trade away” a trade and use a brokerage firm other than that usually used with the Client’s selected Custodian, and such trading will result in

additional fee(s) from the Platform Custodian, unless such fees are waived (refer to Item 9 under “Brokerage Practices”). If a Discretionary Manager of an IMA determines to “step out” or “trade away” a trade, the Custodians are permitted to assess a fee of \$20.00 per trade. This transaction fee would be in addition to any commission or trading costs. If an Account is invested in fixed income investments, e.g., a Parametric bond ladder IMA, the Client should expect this \$20.00 fee on each security transaction. Commission charges, dealer spreads, markups/downs, and foreign currency conversion rates associated with these transactions may not be visible to you in your program documents.

For Clients selecting an IMA, their Account will be managed by an Investment Manager consistent with the Strategy selected by the Client. The Investment Manager shall provide discretionary investment management services to the Account, and the Client grants the Investment Manager the discretionary authorities discussed above. AssetMark can replace the Investment Manager at its discretion. Certain Custom IMAs are available in the Core Markets Investment Approach and the six Risk/Return Profiles, as described above under Risk/Return Profiles.

In certain IMA Solutions, Clients will receive from the Investment Manager, and will be required to acknowledge receipt of, additional disclosures regarding specific investments, such as alternative investments, the use of the IMA managers mutual funds, or the use of options and/or certain fixed-income solutions.

Use of Mutual Funds Managed by IMA Manager

IMA Managers can include in the IMA Client accounts they manage mutual funds that they or an affiliate manage. In these situations, the IMA Manager typically receives fees from AssetMark for their management of the Client’s Account, and they or an affiliate typically receive investment adviser or other fees from the funds they or the affiliate manage. This is a conflict because it can create an incentive for the IMA Manager to select their own or affiliated funds. These fees can exceed what the IMA Manager would receive for using third-party mutual funds. Clients should discuss this conflict with their Financial Advisor. Clients will also receive the IMA Manager’s Form ADV Disclosure Brochure which will disclose all conflicts of interests. The IMA Manager also provides additional disclosures regarding their rebate process in order to avoid collecting two fees on the same assets. In some instances, the IMA Manager will receive fees from AssetMark and rebate the portion of fees received from the funds they or the affiliate manages. In other cases, the IMA Manager will receive their fees from the funds they or the affiliate manages, and rebate the portion of the fees received from AssetMark. To the extent that an IMA Manager invests Account assets in a fund managed by AssetMark or an AssetMark affiliate, AssetMark or the AssetMark affiliate will earn fees from the fund.

Use of Options

Options strategies will be used for certain IMA Solutions.

Clients should consider their financial resources, investment objectives and tolerance for risk and should be aware that options trading can be highly speculative and could result in financial losses even though margin borrowing will not be used for the types of options traded by these Client Accounts. Clients will be obligated to deliver the underlying security within the prescribed time for a call option that is exercised. Each of AssetMark and the Investment Manager is authorized to act as the Client’s agent to complete the Client’s obligations with respect to any options in the Client Account. The Client agrees to assume the financial risks of options transactions.

All options transactions are subject to the rules, regulations, customs and practices of The Options Clearing Corporation (OCC) and the securities exchange, association or clearing organization through which the transactions are executed. Expiring options that are valuable (meaning, in the money) are exercised automatically pursuant to the exercise by exception procedure of the OCC. Additional Information about the risks, characteristics and features of options is available at: <https://www.theocc.com/company-information/documents-and-archives/options-disclosure-document>.

Custom High Net Worth

For Custom High Net Worth (“HNW”) accounts, the Client, with the assistance of the Client’s Financial Advisor, selects an Investment Manager to manage the individual Client Account and to provide discretionary investment management services to the Account. The Client grants the Investment Manager the authority to buy and sell securities and investments for the Account, to re-balance and re-allocate assets within the Account, to vote proxies for securities held by the Account and such other discretionary authorities as determined between the Client, their Financial Advisor and the Investment Manager. As such, the Client’s personalized investment objective can go beyond the standard investment objectives listed for each of the six Risk/Return Profiles as described earlier in this section, and as developed by the Investment Manager for the Client. The Investment Manager, in its discretion, will maintain investment decision records with regards to the Client’s HNW Account. If a Client’s investment objective and/or Risk/Return Profile changes, the Financial Advisor is responsible for notifying AssetMark of the change.

FINANCIAL ADVISOR – CUSTOM ACCOUNTS

Multiple Strategy Accounts

Certain Model Solutions discussed above are also available as sleeve-level options within a Multiple Strategy Account. In a Multiple Strategy Account, an Account can be customized with no set allocation limits. The Client, with the assistance of their Financial Advisor, can select from various Portfolio Strategists and Investment Managers, including AAM, and AssetMark-advised mutual funds (“Proprietary Funds”), and private assets, including Private Markets Funds. In selecting and determining the allocations in each sleeve, a Multiple Strategy Account will be established. The number of sleeves selected can vary from a minimum of two to a maximum of eight selections, to comprise the Multiple Strategy Account and will be evaluated on a quarterly basis for rebalancing across the sleeves. The standard minimum account by sleeve will vary. The fees charged for the Multiple Strategy Account will be based on the single-strategy fee schedule for each Strategist selection and based on the allocation to each sleeve.

Custom GPS Select

GPS Select, as described in Exhibit B – AssetMark Asset Management – Solution Types, can be customized within a specific range from the baseline to various Investment Strategies. The Client, with the advice of their Financial Advisor, not AssetMark, can select from various Investment Approaches from Portfolio Strategists and Investment Managers, including AAM, and Proprietary Funds. In doing so, and by selecting within the range of pre-determined allocations, a Custom GPS Select account will be established. Each Portfolio Strategist, Investment Manager or mutual fund selection is referred to as a “sleeve” allocation. If a mutual fund Solution Type is selected, the share class used will be consistent with the underlying single strategy solution. The Financial Advisor is responsible for advising the Client on an ongoing basis whether or not to maintain or change the Investment

Strategy, the Portfolio Strategist and the Investment Manager for the duration of the account. AssetMark does not advise the Client about the Investment Strategy, the Portfolio Strategist or the Investment Manager appropriate for that Client's Account.

AssetMark will make available the specific range of pre-determined allocations, which range will be updated from time to time. The number of sleeves selected can vary from a minimum of three to a maximum of eight sleeve selections, to comprise the entire Custom GPS Select account. The standard minimum account by sleeve varies and AssetMark's revenue will increase or decrease based on the sleeve allocation agreed upon between the Client and Financial Advisor.

Savos Custom GMS, PMP, Advisor – Custom, or Personal Portfolios

(Refer to Exhibit B – AssetMark Asset Management – Solution Types for more detailed information regarding the selection of AAM strategies to be used within these custom accounts.)

- *Custom GMS and Privately Managed Portfolios (“PMP”)*: The Client, with the assistance of the Financial Advisor, can request that AAM deviate from standard allocations for the selected GMS or PMP Strategy. Such an Account is considered a Custom GMS or PMP Strategy.
- *Advisor – Custom Accounts*: The Client can choose to participate in a program in which their Financial Advisor, in consultation with AAM, can request further customization for their Client's Account (“Advisor – Custom Accounts” or “ACA”). The Financial Advisory Firm will be solely responsible for determining the additional customization and the suitability for the Client. AAM, in its discretion, will determine the implementation of the ACA. The Financial Advisory Firm can request that AAM recommends to the Financial Advisory Firm asset allocations or investment selections for the ACA, but AAM does not provide any individualized investment advice to ACA. The asset allocation classification of the ACA developed by the Financial Advisory Firm may not be consistent with the Investment Strategies or Risk/Return Profiles described in this Disclosure Brochure for the GMS or PMP Accounts described in Exhibit B – AssetMark Asset Management – Solution Types. The GMS or PMP Platform Fee schedules will be charged to the Client Account, unless otherwise negotiated between the Financial Advisory Firm and AssetMark.
- *Savos Personal Portfolios – Custom*: A Savos Personal Portfolios - Custom Account can be customized within a specific range across equity, fixed-income and tactical allocations. The Client, with the assistance of their Financial Advisor, can select from various Savos strategies. In doing so, and by selecting within the range of pre-determined allocations, a Savos Personal Portfolios - Custom Account will be established. Each equity, fixed-income and tactical allocation is referred to as a “sleeve” allocation.

Advisor As Strategist Program and Advisor Managed Portfolios Program

A Financial Advisory Firm may participate in the Advisor as Strategist or Advisor Managed Portfolios program (“AAS” or “AMP” program). In these programs, a Discretionary Client Services Agreement or advisory agreement is executed by the Client; the Client grants the Financial Advisory Firm discretionary authority to invest and reinvest Account assets and the Advisor manages the “Custom Account” for their client. The Financial Advisory Firm will be solely responsible for determining account assets and giving instructions for trades and rebalances. AssetMark does not provide any investment advice to Custom Accounts, does not have or exercise any discretionary authority with regard to Custom Accounts and does not supervise the Custom

Accounts or the Financial Advisory Firm in its management of Custom Accounts. To the extent that a Financial Advisory Firm invests Account assets in a fund or strategy managed by AssetMark or an AssetMark affiliate, AssetMark or the AssetMark affiliate will earn fees.

The asset allocation classification of the Custom Accounts and any models used by the Financial Advisory Firm may not be consistent with the Investment Approaches or Risk Return Profiles described in this Disclosure Brochure for Platform Accounts. The Platform Fee schedules will be charged to the Client Account, unless otherwise negotiated between the Financial Advisory Firm and AssetMark. The Client will receive additional information regarding the Financial Advisory Firm's management of the Custom Account through the Financial Advisory Firm's disclosure brochure.

Alternative Investments Solutions

Alternative Investments are hedge funds, private equity funds, private placements and other securities that do not trade on securities exchanges or over-the-counter markets. iCapital Network, Inc. (“iCapital”) offers a platform that provides advisors and their qualified investors access to Alternative Investments. AssetMark has contracted with iCapital to provide your Financial Advisor with access to Alternative Investments. Your Financial Advisory Firm will need to contract with iCapital or an iCapital affiliate to gain access to the iCapital Platform. Your Financial Advisor will not have access to the full iCapital Platform through the Assetmark Platform but only those funds that have been approved by AssetMark's Alternative Product Acceptance Committee.

AssetMark does not facilitate transfers, sales, withdrawals, or any other activity related to Alternative Investments. AssetMark, will not act in any capacity in any purchase or sale of Alternative Investments in Client Accounts. AssetMark does not assume responsibility for the Alternative Investments, including, but not limited to, the contents in documentation related to the Alternative Investments, the appropriateness or suitability of the Alternative Investments, restrictions on ownership, rights of transfer, financial statements, or the adequacy of disclosure or compliance with applicable laws, rules, and regulations. Any review performed by AssetMark will solely be for its benefit in determining its ability to provide access and services to select Alternative Investments.

AssetMark has no responsibility or duty to investigate, evaluate, or report any information that AssetMark may possess or may become aware of regarding any Alternative Investments. In the event that funds are wired or transferred to an issuer or sponsor of Alternative Investments, AssetMark will not have any responsibility or liability if the issuer or sponsor involved does not provide the required receipt or confirmation of the Alternative Investment in a manner that would allow the security to be held in Client Accounts. AssetMark shall have no responsibility for monitoring non-publicly traded, alternative investments to assure compliance with its terms or disclosures, for taking any actions to collect on any amount owed to Client Accounts, or for otherwise enforcing any rights with respect to Alternative Investments held in Client Accounts. AssetMark is under no obligation to take any action should there be a default, bankruptcy, or other impairment associated with Alternative Investments.

Before you invest in an Alternative Investment, your Financial Advisor will review the Alternative Investment and determine that the Alternative Investment is appropriate and suitable for you. You will be provided disclosures through the iCapital Platform that will explain the risks in the Alternative Investment, including, for example, lack of liquidity. Alternative Investments are speculative and involve a substantial degree of risk, including the risk of complete loss. There can be no assurance that Alternative Investments will achieve its investment objective.

There is generally no public or secondary market for non-publicly traded, alternative investments, and the values reported on Account Statements received from the Custodian may not represent market values. It is unlikely that you would be able to sell your interests in the Alternatives Investments or realize the amounts shown on Client Account Statements. It is likely that the actual “resale” value of Alternative Investments may be substantially lower than what is on Account Statements. Values displayed on Account Statements are for convenience purposes only, may be out-of-date, and should not be relied upon as any indication of market value.

Although AssetMark may rely on the values provided by the issuers or sponsors of non-publicly traded, alternative investment securities, AssetMark does not verify or confirm such valuations and makes no representations that the values are reasonable, accurate, or reflect actual holdings. In the event third-party data sources provide valuation of your Alternative Investment, Client Account Statements may display the value provided by a third party or a value derived from the third-party data. Client Account statements may also report the value of Alternative Investments as “N/A” or “Not Available.”

There is a 0.25% flat Platform Fee for Alternative Investments. There is also a custody fee of \$100/year for each position payable to Fidelity Brokerage Services, the only Platform Custodian currently available to custody Alternative Investments. By maintaining an account at Fidelity for Alternative Investments, the Client commits to maintaining sufficient cash in the Account holding the Alternative Investments to pay the custody fees.

iCapital has agreed to compensate AssetMark for AssetMark’s administrative services in supporting access to iCapital’s Platform at the rate of 20% of the management and/or technological fees earned by iCapital. AssetMark services include the selection of funds to be made available to Financial Advisory Firms and their clients. Because iCapital’s compensation can differ between funds, the compensation paid AssetMark is expected to differ between funds, and this creates conflicts of interest for AssetMark. AssetMark addresses these conflicts through disclosures and criteria for fund selection.

INVESTMENT CONSULTING

A Financial Advisory Firm or Financial Advisor can request that AssetMark consult on the creation of practice-based models that include Platform Solutions to meet specific goals and/or objectives sought by the Financial Advisory Firm or Financial Advisor. These models can include proprietary and/or third-party Solutions. The Financial Advisory Firm and Financial Advisor will continue to be responsible for determining the final combination of Solutions used in their practice-based models and the suitability of these Solutions for their Client(s). AssetMark does not provide individualized investment advice to Clients or to the Financial Advisor for individual client accounts. There is typically no fee for this service, but the Financial Advisor is expected to make an asset commitment to the Platform, which creates a conflict of interest for the Financial Advisor. The inclusion of a proprietary Solution creates a conflict of interest for AssetMark if selected by the Financial Advisory Firm and Financial Advisor because AssetMark receives fees for the management of proprietary Solutions.

TAX MANAGEMENT SERVICES

Tax Management Services (TMS) is designed to improve the after-tax return for the client’s account. TMS is personalized, using tax sensitivity settings and personal tax rates to drive trading decisions. It is imperative that the information provided by Client and Financial Advisor is accurate

and reviewed periodically. The application of TMS can cause the Account to stray from the selected Strategy and Risk/Return Profile and also affect the Risk Profile and overall performance of the Account. If you select TMS with a high tax sensitivity, you should expect the account to deviate from the selected strategy to a higher degree than if a lower tax sensitivity is selected. Clients that have selected TMS for their Accounts can also submit investment restrictions, such as GICS sub-industry restrictions, for individual stocks, but specific mutual funds and ETFs cannot be restricted. Municipal securities held in TMS accounts can be replaced with non-municipal or non-state specific securities as portfolio holdings, resulting in interest income that may be subject to federal, state, and/or local income taxes. If additional customizations or restrictions are added to your TMS account, they can impact the account’s tax and investment results and the effectiveness of TMS. AssetMark does not provide tax planning, accounting, or legal advice or services. The Tax Management Services fee is ten basis points (0.10%) with a \$100 minimum annual fee per account, except there is no TMS fee for Savos Personal Portfolios with TMS, Savos Personal Portfolios Access and AssetMark Direct Indexing models. TMS fees can be negotiable. Accounts enrolled in TMS can trade at different times than other accounts on the AssetMark Platform invested in the same strategy and can hold higher cash allocations due to minimum trade size, rounding, liquidity and other factors. TMS accounts will not be automatically rebalanced if the cash allocation exceeds a 2% threshold. The cash allocations will be invested in the cash “sweep” vehicle at the client’s selected Custodian, which for AssetMark Trust is usually its Insured Cash Deposit (“ICD”) Program.

OTHER SERVICES AND NON-MANAGED ACCOUNTS

Administrative and General Securities Accounts

Although options vary depending upon the Custodian selected by the Client, the Client can usually establish an Account at their selected Custodian to hold “non-managed” assets (an “Administrative/Non-Managed Account”), and such Account can include a Cash Account or a General Securities Account. An Administrative/Non-Managed Account is provided as an administrative convenience for the Client. Assets in an Administrative/Non-Managed Account are not managed or advised by AssetMark, and AssetMark is not responsible for their investment or management. The Client will be solely responsible for directing the investments in the Administrative/Non-Managed Account. Non-Managed assets are subject to the terms of the Client’s agreement with their selected Custodian. In addition to reporting by the Client’s Custodian, the assets of an Administrative/Non-Managed Account will be included in periodic AssetMark reports that the Financial Advisor can provide to the Client.

If Clients select AssetMark Trust as their Platform Custodian, they will be offered a FDIC-Insured Cash Program and, Certificates of Deposit for their Administrative account. This option, other cash management services from AssetMark Trust and the conflicts of interest involved in AssetMark affiliate AssetMark Trust offering these services are discussed in Item 9 of this Brochure.

Cash Accounts

Certain custodians will offer cash management services, which are described in more detail in their custodial agreements and/or disclosures. For more information about Cash Management Services at AssetMark Trust, refer to Item 9. Additionally, AssetMark Trust clients will receive a separate disclosure entitled AssetMark Trust Company Disclosures Regarding Services, that describes its Cash Management Services.

SERVICES NO LONGER OFFERED

AssetMark also continues to manage other advisory services which are no longer offered to new Clients. Clients with these services can contact AssetMark for more information.

INVESTMENT VEHICLES

The Solution Types can be comprised of: (i) closed-end mutual funds, including funds invested in private markets such as interval funds and tender funds ("Private Markets Funds"); (ii) open-end mutual funds; (iii) ETFs; (iv) individual securities (stocks, bonds, preferred stocks, treasury bills and notes, bank notes) and (v) alternatives. The Client Accounts managed by Investment or Discretionary Managers can also include options and alternative investments, as advised by the Financial Advisor and the Investment Manager.

The Portfolio Strategists select and monitor the performance of the mutual funds, ETFs, and securities within their asset allocations and will periodically adjust and/or rebalance the asset allocations in accordance with their investment strategies. Each Investment Solution will maintain a 2% target cash allocation for the payment of fees, to cover withdrawals and other fees applicable to the Account. However, Portfolio Strategists and IMA Managers can determine to allocate a higher percentage to cash. AssetMark will reallocate the Account to the cash target when the Account passes certain thresholds (under 1.5% or over 2.5% for most Investment Solutions).

From time to time, AssetMark will add to or delete certain investment vehicles from the Platform:

- a) Mutual Funds and ETFs model portfolios available through the Platform;
- b) Investment Managers available for the IMA Accounts;
- c) Portfolio Strategists available on the Platform; and
- d) other Investment Management Firms providing asset allocations and asset selections for Solution Types.

The Financial Advisor reviews the Portfolio Strategists', Investment Managers' and Investment Management Firms' and the Strategies' performance on behalf of the Client and makes or recommends investment decisions based on such analysis. AssetMark does not recommend specific Portfolio Strategists, Investment Managers or Investment Management Firms to Clients.

MUTUAL FUND MODEL PORTFOLIOS

For Clients selecting a Mutual Fund Account, their Account will be invested in institutional mutual funds retail NTF funds and/or mutual funds that generally do charge a sales load but where the sales charge has been waived. Third-party mutual funds and AssetMark Proprietary Funds are used. (Refer to Servicing Fees Received by custodians, Including AssetMark Trust and Share Class Use below). The Account will be invested consistent with allocations provided by a Portfolio Strategist for the Risk/Return Profile selected by the Client based on the advice of the Financial Advisor. Certain Portfolio Strategists compose their mutual fund allocations utilizing only those mutual funds managed by the Portfolio Strategist, Investment Manager or an affiliate of the Portfolio Strategist or Investment Manager. One or more of the Portfolio Strategists will construct their allocations exclusively using Proprietary Funds managed by AssetMark, including the GuideMark and GuidePath Funds. To the extent that a Portfolio Strategist makes an allocation to a mutual fund managed by AssetMark or an AssetMark affiliate, AssetMark or the AssetMark affiliate will earn fees from the fund. AssetMark does not advise the Client about the Portfolio Strategist or the Risk/Return Profile appropriate for that Client's Account.

Multiple Investment Strategies are available as a model portfolio. Information regarding the Solutions and the Portfolio Strategists available for each of the Investment Strategies is available from the Client's Financial Advisor.

If a Mutual Fund account is chosen, it can also include non-mutual fund investments. For example, non-mutual fund investments could include cash alternatives and/or ETFs held by the Account, in addition to, depending upon the Custodian chosen, a standard allocation to cash.

Portfolio Strategists select from mutual funds that are AssetMark Proprietary Funds, third-party funds, NTF funds, load-waived, or retail mutual fund share classes that are available on each Custodian's platform. There are no per-trade transaction fees charged to the Client in the mutual fund Solution Types on the AssetMark Platform. See Servicing Fees Received by Custodians, Including AssetMark Trust Company and Share Class Use under Fees and Compensation for more information on indirect fees the Client pays through their investment in mutual funds.

Use of Portfolio Strategist and IMA Manager Proprietary Mutual Funds and AssetMark and AssetMark Affiliate Proprietary Funds

Portfolio Strategists and IMA Managers are permitted to use their funds that they or an affiliate advises in the Model Portfolios or IMA accounts they manage. In these situations, the Portfolio Strategist and the IMA Manager typically receive fees from AssetMark for the Model Portfolio or the management of the Client's IMA Account, and they typically receive investment adviser or other fees from the funds they or an affiliate advise. These fees can exceed what the Portfolio Strategist or IMA Manager would receive for using third-party mutual funds. This is a conflict for the Portfolio Strategist or IMA Manager because it can create a financial incentive for the Portfolio Strategist or IMA Manager to select their own proprietary or affiliated funds. Clients should discuss this conflict with their Financial Advisor. Clients will also receive the IMA Manager's Form ADV Disclosure Brochure in which the IMA Manager is required to disclose all conflicts of interests. To the extent that an IMA Manager invests Account assets in, or a Portfolio Strategist makes an allocation to, a fund managed by AssetMark or an AssetMark affiliate, AssetMark or the AssetMark affiliate will earn fees from the fund.

AAM uses Proprietary Funds in various investment solutions. Information about the Proprietary Funds, including fees and expenses, are described in more detail in the Proprietary Funds' prospectus. To the extent that AssetMark makes an allocation or invests Account assets in a fund managed by an AssetMark affiliate, AssetMark will rebate a portion of fees paid.

ETF MODEL PORTFOLIOS

An ETF is an investment fund traded on stock exchanges and holds assets such as stocks, commodities, or bonds, and can be traded over the course of the trading day. Each investor owns shares, which represent a portion of the holdings of the fund, and ETFs, like mutual funds, have management fees paid to the manager of the ETF. There are no separate share classes for ETFs. ETF Solutions invest in third-party ETFs, which are not advised by AssetMark.

A Client, with the assistance of their Financial Advisor, can also select from ETF Solution Types, and their Account will be invested in ETFs consistent with allocations provided by a Portfolio Strategist for the Risk/Return Profile selected by the Client. A Portfolio Strategist can compose their ETF asset allocations utilizing ETFs managed by the Portfolio Strategist or an affiliate, by unaffiliated investment managers, or a combination of both. To the extent that a Portfolio Strategist makes an allocation to a mutual fund managed by AssetMark or an AssetMark

affiliate, AssetMark or the AssetMark affiliate will earn fees from the fund. ETFs are traded daily at market determined prices on a national exchange in a similar manner to other individual equity securities. ETF Solution Types also invest in exchange-traded notes (“ETNs”), which are senior, unsecured debt securities issued by an underwriting bank. AssetMark is responsible for trading the ETF Solution Types based on the recommendations of Portfolio Strategists. The ETF trading practices are discussed further in Item 9 under “Brokerage Practices” in the Trade Execution and Brokerage Allocation section.

Multiple Investment Strategies are available as an ETF Model Portfolio. Information regarding the Solution and Portfolio Strategies available for each of the Investment Strategies is available from the Client’s Financial Advisor.

A Client Account is also permitted to include some non-ETF investments or an allocation to proprietary mutual funds managed by the Portfolio Strategist. In addition, the Client retains all indicia of beneficial ownership, including, without limitation, all voting power and other rights as a security holder in each of the funds held for the Client.

PRIVATE MARKETS PORTFOLIOS

AssetMark’s Private Markets Portfolios provide exposure to multiple classes of private assets and are designed as a complementary component of an objective-oriented portfolio. Incorporating private assets into a multi-asset traditional portfolio seeks to enhance risk-adjusted return and cater to specific investor objectives such as growth, income generation, and capital preservation. Solutions include exposure to private markets, leveraging semi-liquid funds that provide defined and limited windows of liquidity. The private assets holdings consist of interval or tender offer funds that can provide exposure to private credit, private real estate, private equity, and private infrastructure.

Clients invested in the AssetMark Private Markets Portfolios should understand that interval funds and tender offer funds (“Private Markets Funds”) are semi-liquid funds that have defined and limited windows of liquidity. These windows range from monthly to annually but are most commonly held quarterly. During a liquidity window, a designated percentage of the fund is made available for redemption. If requests for redemptions are greater than the portion of the fund that is made available during that window, redemption requests are prorated. In the event of sustained large redemption requests on a fund, an investor may only be able to sell a portion of their portfolio each redemption period, and fully exiting the position may take multiple years.

For Accounts invested in private market securities, AssetMark will review the overall portfolio drift and compare it to allocation tolerance bands. For private market securities that require trading because of drift outside of a tolerance band, AssetMark will attempt to sell positions in the next available liquidity window or place orders to buy additional private market securities in a reasonable time after identifying the drift outside of tolerance. Private market securities, including Private Markets Funds can be subject to percentage redemption limits on distributions. In those instances, sell orders may only be executed partially or not at all.

When changing strategies from a strategy holding a private markets security (or securities) to a strategy that holds only public market securities, or different private markets securities, Client Accounts will continue to hold the private market security (or securities) until the private markets securities can be liquidated in the available liquidity window(s). Distribution requests will be funded from the liquidation of public market securities only.

AssetMark or its affiliates earn fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. Refer to Exhibit C at the back of this Disclosure Brochure for more information. Additionally, if AssetMark Trust is chosen as Custodian, AssetMark Trust will be paid administrative service fee payments from Private Markets Funds. The third-party Platform Custodians (Custodians other than AssetMark Trust) also receive administrative service fee payments from Private Markets Funds.

Investment in Private Markets Portfolios and private assets involves certain risks that are more acute for these investments, including the following:

- *Lack of liquidity:* Redemptions of fund shares are only permitted periodically and the number of shares that may be redeemed may be limited. The underlying private assets held by the fund may be difficult to liquidate.
- *Withdrawals cause deviations from target allocations and impact performance:* Withdrawals and recurring distributions will likely be drawn disproportionately from liquid assets, pulling the portfolio away from its intended allocation and potentially impacting performance, and it may take time to restore target asset allocations.
- *Valuation:* The nature of private assets makes them difficult to value and you may not receive their actual value upon redemption of fund shares.
- *Limited flexibility:* Private asset holdings can reduce your ability to make timely portfolio adjustments.
- *Performance characteristics:* Private assets often have longer investment horizons and less frequent valuation updates, which can lead to delayed performance reporting and variability compared to public markets.
- *Redemption process and account closure complications:* Redemptions are only permitted periodically, and investors must follow a specific process and meet certain requirements with respect to timing and documentation. Private assets may not be transferable or easily converted to cash, which can delay account termination.

ASSETS UNDER MANAGEMENT

As of December 31, 2025, the Advisor Model Platform had \$81.6 billion in assets under administration on the AssetMark Platform. This includes investments in proprietary mutual funds and Proprietary Solution Types, in which AAM is the discretionary manager.

FEES AND COMPENSATION

The fees applicable to each Account on the Platform can include:

1. Financial Advisor Fee
2. Platform Fee, which includes any Strategist or Manager Supplemental Fee, as applicable, and most custody fees.

The Fees applicable to the Account will be set forth in the Client Billing Authorization the Client receives each time an Account is established. The Financial Advisor Fee and the Platform Fee when combined are referred to as the Advisory Fee. Other fees for special services are also charged. The Client should consider all applicable fees.

Clients should be aware that the fees charged by AssetMark can be higher or lower than those charged by others in the industry and that it can be possible to obtain the same or similar services from other investment advisers and other platform providers at lower or higher rates. A Client can obtain some or all of the types of services available through AssetMark on an “unbundled” basis either through other

firms or through single or multiple strategy account selections on the Platform and, depending on the circumstances, the aggregate of any separately paid fees, or bundled fees can be lower or higher than the fees described below in Section C and in the Fees & Investment Minimums schedule at the end of this Disclosure Brochure.

It is important that the Client understands all the fees applicable to their Account and that all fees are subject to negotiation. The Platform Fee schedules and fee rates for the various Investment Solutions are listed in the Fees & Investment Minimums table located at the end of this Disclosure Brochure. **The Fees & Investment Minimums table will be updated from time to time, to include the addition of new products and services, to remove any terminated strategies, or to make updates. Information regarding the Fees & Investment Minimums will also be posted at www.assetmark.com/info/disclosure, and you should consult this site for the most up-to-date information about the Fees & Investment Minimums.** Generally, you will also receive notification in advance if there is a fee increase. That notification may direct you to your Financial Advisor or to the web address listed above for specific information on the change.

FINANCIAL ADVISOR FEE

The Financial Advisor Fee is paid to the Financial Advisory Firm with which the Client's Financial Advisor is associated and compensates for the advisory and other services provided the Client by the Financial Advisory Firm. These services include obtaining information regarding the Client's financial situation and investment objectives, conducting an analysis to make a determination of the suitability of the Solutions to be provided by AssetMark for the Client, providing the Client with AssetMark disclosure documents, assisting the Client with Account paperwork and being reasonably available for ongoing consultations with the Client regarding the Client's investment objectives.

The Financial Advisor and Client select an annual rate for the Financial Advisor Fee, which is paid to the Financial Advisory Firm, by choosing a flat rate, or a custom tiered rate of up to 1.95% (195 basis points), or a rate as negotiated and agreed between the Client and the Financial Advisor.

PLATFORM FEE

The Platform Fee includes:

- (i) payment for advisory services (including the Strategist's or Manager's Supplemental Fee, if applicable) and administrative services; and
- (ii) payment for custodial and brokerage services (although additional fees are payable for certain third-party mutual funds, Actively Managed Fixed Income Strategies, Funding Accounts (an account used to receive cash and assets transferred in kind before sale or transfer to an advised Account), acquired Global Financial Private Capital ("GFPC") Strategies, and Accounts custodied at Charles Schwab & Co. ("Schwab").

The Platform Fee provides compensation to AssetMark for maintaining the Platform and for arranging for advisory, administrative, custodial and brokerage services to the Account. The advisory services include the Model Portfolios provided by the Portfolio Strategists and the account management services provided by the Discretionary Managers.

The administrative services include but are not limited to: arranging for custodial services to be provided by various Platform Custodians pursuant to separate agreement between Client and Custodian; preparation of quarterly performance review (to complement account statements provided by Custodians); and maintenance and access

to electronic or web-based inquiry system that provides detailed information on each Client Account on a daily basis.

The annual rate of the ongoing Platform Fee is based on the amount and type of assets. Each fee schedule is tiered so that, subject to certain exceptions, the first dollar under management receives the highest fee and only those assets over the breakpoints receive the reduced fees. Under certain circumstances, assets held in one Investment Solution Account are considered when determining assets under management for breakpoint purposes relating to another Investment Solution Account held for the benefit of the same or a related person.

Some of AssetMark's Platform Fees are negotiable, and exceptions to the Fees & Investment Minimums schedule are subject to approval. As a standard practice, AssetMark grants exceptions to its fee schedule for accounts of employees and employees of broker-dealer, investment advisory or other firms with whom AssetMark maintains an active agreement, any of which can be offered discounted fees.

CUSTODIAL AND BROKERAGE SERVICES

The Platform Fee charged Client Accounts includes compensation for custodial and brokerage services. Pursuant to agreements that AssetMark has negotiated with AssetMark Trust (AssetMark's affiliated Custodian) and the third-party Custodians on AssetMark's Platform, AssetMark pays the Custodian for the custodial and brokerage services provided to Client Accounts. (The Custodians also have other income sources.) The Client does not pay transaction fees on trades made in most of the Solution Types available on the Platform. Separate transaction fees will be charged in Fixed Income IMA Solutions and in some equity IMA Solutions. Additionally, AssetMark generally receives more revenue when Clients choose AssetMark Trust as their Custodian. These differences in payments and revenue create conflicts of interest for AssetMark. AssetMark addresses these conflicts by having the same Platform Fee apply regardless of the Custodian chosen and by allowing the Client to choose their own Custodian, which can be AssetMark's affiliated Custodian, AssetMark Trust. Although the Platform Fee is the same among Custodians, different fees for incidental expenses can apply.

The selected Custodian's full fee schedule will be presented to the Client together with the separate custodial agreement to be executed between the Client and their selected Custodian. Please refer to the Custody Agreement (described below) for specific fees attributable to the Client Account. Although it is not common, some clients may arrange to have a direct relationship with one of the third-party custodians on the AssetMark Platform, that is, with Pershing Advisor Solutions ("PAS"), Fidelity or Schwab (but not AssetMark Trust). If a Client contracts directly with a third-party custodian, not through the Platform, that Client will pay that custodian's fees as described and provided in their agreement with that custodian. Any fees such Client pays the third-party custodian, that they contracted with directly, will be in addition to the Platform Fee payable through the AssetMark Platform, even though the Platform Fee includes compensation for custodial and brokerage services. A Client contemplating such an arrangement should discuss these fees with their Financial Advisor. More information about Custodians are also discussed below in Item 9, Additional Information – Custodial Relationships.

SUPERVISORY FEE

The Platform Fee will be higher for certain Financial Advisory Firms due to the amounts payable to Financial Advisory Firms with supervisory responsibility over the Financial Advisors. This supervisory fee, of up to 0.20% annually, is deducted from Client Account assets, and paid to certain Financial Advisory Firms, for supervision of the

Account. The receipt of a supervisory fee creates an incentive for Financial Advisory Firms to use the AssetMark program versus other programs. You can ask your Financial Advisor if a supervisory fee applies to your Account. Information on participating Financial Advisory Firms is available from AssetMark upon request.

MANAGEMENT/STRATEGIST FEE

In the Advisor as Strategist or Advisor Managed Portfolio program ("AAS" or "AMP" program), your FA may act as a model provider or discretionary manager to your Account and be paid part of the Platform Fee. In certain instances, when your FA Firm acts as the adviser to your account, they may charge a management fee or similar fee, up to a maximum of 0.20%, that will be deducted from your Account. If such is the case, your FA Firm will disclose this to you.

MINIMUM ACCOUNT PLATFORM FEE

Certain ETF and mutual fund investment solutions are charged an annual Minimum Platform Fee of \$350, or a quarterly prorated amount based on the number of days in that quarter. If the quarter end value of an Account multiplied by the fee rate is less than the calculated quarterly minimum fee, then the account will be charged the prorated quarterly minimum fee based on the number of days in the quarter. The Minimum Platform Fee is typically charged to accounts that no longer maintain the Investment Minimums in certain strategies. The Minimum Platform Fee, if charged, could represent a higher percentage fee than the stated Platform Fee for the strategy. Clients should consult with their Financial Advisor to understand the impact of fees when Investment Minimums are not met, for example, due to large withdrawals or failing to add additional investments to low-balance accounts.

The Platform Fee Schedules and fee rates for the various Investment Solutions are listed in the Fees & Investment Minimums schedule located at the end of this Disclosure Brochure. The Fees & Investment Minimums table will be updated from time to time, to include the addition of new products and services, to remove any terminated strategies, or to make updates. Information regarding the Fees & Investment Minimums will also be posted at www.assetmark.com/info/disclosure, and you should consult this site for the most up-to-date information about the Fees & Investment Minimums.

STRATEGIST'S OR MANAGER'S SUPPLEMENTAL FEE

For an Account invested in a third-party Investment Solution, a supplemental Strategist or Investment Manager Fee can be payable to the Strategist or Discretionary Manager. The Investment Manager Fee provides compensation for services provided by the Discretionary Manager that are customary for a Discretionary Manager to provide, including but not limited to, selecting, buying, selling and replacing securities for the Account and selecting the broker-dealers with which transactions for the Account will be effected.

For certain Solution Types, the Account will be charged a Supplemental Investment Manager Fee on the basis of the applicable Discretionary Manager. These fees are payable by the Client on Account assets at the annual rates set out on the Fees & Investment Minimum fee table located at the end of this Disclosure Brochure.

The Strategist's and Manager's Supplemental Fee can be negotiated at the sole discretion of the Discretionary Managers. Each Discretionary Manager's investment process and philosophy are described in their Form ADV Part 2A Disclosures Brochure, which is provided to the Client when they open an Account. To request another copy, the Client can contact their Financial Advisor or AssetMark's Compliance department at the address on the front cover of this Brochure.

FEES FOR TERMINATED STRATEGIST OR NO STRATEGIST ACCOUNTS

The Client may be invested in an Account that no longer receives advisory services because the Strategy in which the Account was invested has been terminated from the AssetMark Platform, and the Client has not selected another Strategy for their assets. These Accounts are referred to as "No Strategist" or "Terminated Strategist" Accounts. Neither AssetMark nor any Discretionary Manager will manage or shall be responsible for giving any advice with regard to these assets, but the Account typically remains invested in the investments last selected for the Strategy at a Platform Fee that is a reduction from that payable when the Strategy was active on the AssetMark Platform. The Account will continue to receive administrative and custodial services. Any Financial Advisor Fee previously payable shall be payable on No Strategist or Terminated Strategist Accounts unless AssetMark receives instructions not to charge the Financial Advisor Fee. It is up to the Financial Advisor to recommend a new Strategy to a Client for a No Strategist or Terminated Strategist Account. Platform Fee schedules for No Strategist or Terminated Strategist Accounts are available by contacting AssetMark or the Client's Financial Advisor.

FINANCIAL PLANNING AND CONSULTING FEES

Financial Advisory Firms that provide financial planning and consulting services are permitted to charge their Financial Planning and Consulting Fees through the Client's Account on the Platform. Client authorization is required to establish or modify the Financial Planning and Consulting Fee, and to elect from which Account the fee will be charged, or establish for payment via Automated Clearing House, or ACH. The Fee can be a one-time fee or a recurring fee. If a Client elects to charge this Fee to an Individual Retirement Account ("IRA") or other qualified account, the Client is responsible for any adverse tax consequences that can arise from fee payments from an IRA.

Fee Billing Process

Advisory Fees (or "Account Fees") are payable either quarterly or monthly, in advance. A quarterly Advisory Fee is calculated by multiplying the market value of all Account assets inclusive of accrued interest and dividends as of the end of the previous calendar quarter by the "quarterly rate." The quarterly rate is number of calendar days in the quarter, divided by 365 (or 366, as applicable) days in the year, multiplied by the applicable annual Advisory Fee rate provided for in the Fees & Investment Minimum table. In the alternative, a monthly Advisory Fee is calculated by multiplying the market value of all Account assets, inclusive of accrued interest and dividends, as of the end of the previous calendar month by the "monthly rate." The monthly rate is number of calendar days in the month, divided by 365 (or 366, as applicable) days in the year, multiplied by the applicable annual Advisory Fee rate approved for in the Fees & Investment Minimum table. For the initial deposit to the Account and for any subsequent amounts deposited to the Account, the Advisory Fee shall be payable upon the deposit or market value of the account (inclusive of accruals and dividends) reaching \$1,000.00 or more. The Advisory Fee will be based upon the amount of the deposit multiplied by the quarterly (or monthly) rate (as described above) of the applicable annual rate and charged pro-rata through the end of the calendar quarter (or month). Each of the Fees are calculated on a "tiered" basis so that the first dollar under management receives the highest fee and only those assets over the breakpoints receive the reduced fees.

Unless other arrangements are made in writing, the Custodian will debit these fees from the Account. Additional fees, such as custodian termination fees, are due where applicable, pursuant to a separate agreement with the Custodian ("Custody Agreement"). In the event

This must remain with the Client

the Client takes a withdrawal from their Account, AssetMark will not refund any prepaid fees related to the amount that has been withdrawn. However, upon termination of the Account, a portion of the prepaid Advisory Fees will be refunded, calculated by multiplying the daily prepaid Account Fee during the final quarter by the number of days remaining in that quarter.

Account values are typically grouped for fee billing purposes. Advisory Fees will be calculated based on the total value of existing Accounts across a Client household. This grouping is usually referred to as "Householding" and often results in a reduction of the overall Portfolio Fees.

The Client will be assessed or refunded a pro-rata portion of the Platform Fee when an Investment Solution change is executed intra-quarter between quarterly billing events, and when the change results in a change, removal, or addition of an investment solution assigned to an account or sleeve. The Platform Fee for the new investment solution will be effective based on the date of the Investment Change execution. Refunds for the removed investment solution will be provided on a pro-rata basis from the date of Investment Change execution to the end of the current quarter based on the cumulative amount of fees charged from the beginning of the quarter to Investment Change execution date.

SERVICING FEES RECEIVED BY ASSETMARK AND SHARE CLASS USE

Portfolio Strategists select from the mutual funds available on each Custodian's platform to be used in the Mutual Fund Accounts. The Custodian determines and then makes available the universe of mutual funds to be used in the AssetMark Solutions. If a mutual fund is not available, the Portfolio Strategist works with AssetMark and the Custodian to make the fund available, where possible. Mutual fund families offer a variety of funds with varying fee structures and different share classes. The funds available at the Custodians for use with the AssetMark Platform will vary among different mutual fund share classes and will generally fall into these two share class categories.

- *Retail share class* – Retail share class funds charge a 12b-1 fee of generally 0.25%, which is paid to the Custodian. Retail shares also include administrative fees, shareholder servicing and sub-transfer agent fees, which are also paid to the Custodian. There are a range of retail share classes available on the custodial platforms that also charge 12b-1 fees or administrative fees. These share classes are generally known as no-load or service shares (C shares), or load-waived A shares, Investor Shares, or NTF mutual funds, available through NTF programs at various Custodians.
- *Institutional share class* – Institutional share class funds have lower expenses because there are no 12b-1 fee charges. However, institutional share classes can include administrative fees, shareholder servicing, and/or sub-transfer agent fees paid to the Custodian.

NTF funds generally pay Custodians, including AssetMark Trust, AssetMark's affiliated custodian, a range of servicing fees from the 12b-1 fees and administrative service fees, which typically include shareholder servicing and sub-transfer agent fees, collected by the mutual funds. See "Administrative Service Fees Received by Affiliate" below.

AssetMark will use retail share mutual funds and institutional share mutual funds. There are no separate transaction fees charged for mutual fund investments on the Platform.

AssetMark does not always use the lowest cost share class. In striving for consistency across all custodial options on the Platform, AssetMark will seek to select the lowest cost share class available across all Custodians. Due to specific custodial or mutual fund company constraints, situations will arise where a specific share class is not consistently available. In those cases, AssetMark will seek to invest Clients in the lowest cost share class that is commonly available across Custodians. The institutional share class is typically lower, however, in some cases, the lowest share class may be the retail share class.

Information about the specific fees charged by mutual funds is described in each fund's prospectus.

Private Markets Fund shares include administrative service fees that are paid to Platform Custodians, including AssetMark Trust. See "Administrative Service Fees Received by Affiliate" below.

USE OF RS SHARES IN SELF-DIRECTED RETIREMENT PLAN ACCOUNTS

Financial Advisory Firms and Financial Advisors may use Class RS shares of AssetMark Proprietary Funds in a Client's Account that is part of a defined contribution or other retirement plan, which is referred to a "self-directed brokerage account" or "SDBA." Financial Advisory Firms and Financial Advisors will receive compensation directly from AssetMark with respect to the Class RS shares of the AssetMark Proprietary Funds owned in the SDBA, which is 0.75% annually paid quarterly in arrears for those shares. That fee is intended to compensate the Financial Advisory Firms and Financial Advisors for administrative and investor services provided to the Client with respect to the SDBA. The Financial Advisory Firm or Financial Advisor will not receive a separate advisory fee with respect to those investments in the Class RS shares, and no advisory fee will be deducted from the Account with respect to those Class RS investments. The total cost for the Client for using the Class RS shares may be higher or lower than not using those shares in the SDBA. That compensation may create an incentive for the Financial Advisory Firm and Financial Advisor to recommend Class RS shares for a Client's Account.

INDIRECT INVESTMENT EXPENSES, MUTUAL FUND AND PRIVATE MARKETS FUND FEES PAID BY CLIENT

Some expenses are inherent within the investments held in Client Accounts. Mutual funds and Private Markets Funds pay management fees to their investment advisers, and certain funds and money market accounts have other types of fees or charges, including 12b-1, administrative, shareholder servicing, bank servicing or certain other fees, which are typically reflected in the net asset value of these mutual funds held in Client Accounts. Such expenses are borne by all investors holding such securities in their Accounts and are separate from AssetMark's fees or charges. As discussed above, retail share classes of mutual funds typically pay 12b-1 fees to Custodians in return for shareholder services performed by those Custodians.

Certain mutual funds and ETFs selected for Client Accounts include Proprietary Funds from which AssetMark or an AssetMark affiliate receives compensation as the investment adviser, as described above. AssetMark receives management and other fees for its management of the GuideMark and GuidePath Funds.

Some mutual funds charge short-term redemption fees. Currently, AssetMark seeks to avoid investing Client assets in funds that charge such fees to the extent practicable, but avoidance of these fees cannot be guaranteed.

MUTUAL FUND SHARE CLASS USE IN AAM STRATEGIES

In the AAM Strategies, mutual fund share class is selected on a fund-by-fund basis and seeks to eliminate 12b-1 fees where possible. AssetMark will seek to use institutional classes where these share classes are available. In striving for consistency across all custodial options on the Platform, the AAM Strategies will seek to select the lowest cost share class available across all Custodians. Due to specific custodial or mutual fund company constraints, situations will arise where a specific share class is not consistently available. In those cases, AssetMark will seek to invest Clients in the lowest cost share class that is commonly available across Custodians. The institutional share class is typically lower, however, in some cases, the lowest share class may be the retail share class.

OTHER COMPENSATION DISCLOSURE

Bank money market accounts and other bank services typically charge separate fees. For more information regarding bank services, refer to Cash Management Services offered by Affiliate in Item 9 below.

Each of the mutual funds, ETFs, alternative investments and other funds or pooled investment vehicles available on the Platform bears its own operating expenses, including compensation to the fund or sub-adviser. As an investor in the mutual funds or ETFs, the Client indirectly bears the operating expenses of the mutual funds or ETFs, as these expenses will affect net asset value (or share price in the case of an ETF) of each mutual fund or ETF. These expenses are in addition to the Financial Advisor Fee paid to the Client's individual Financial Advisory Firm and the Platform Fee payable to AssetMark. The ratios of fund expenses to assets vary from fund to fund according to the actual amounts of expenses incurred and fluctuations in the fund's daily net assets. Information on the specific expenses for each of the mutual funds is set forth in the fund's prospectus and periodic reports.

The cost of advisory and investment management services provided through the Platform can be more or less than the cost of purchasing similar services separately. For example, direct investment in a mutual fund or ETF would be less expensive than investment in the same fund through the Platform, because the Client would not bear any Platform Fee. All mutual funds included in mutual fund strategies on the Platform will be available for purchase at each fund's net asset value and with no sales charge, so that no sales commissions are incurred in connection with investment in the initial Portfolio and Portfolio rebalancing. While most mutual funds available through the Platform will charge no transaction fees, mutual funds or Custodians charge redemption fees under certain circumstances.

The Platform Fee for related Accounts of any Client on the Platform is negotiable, as are Platform Fees paid on Accounts that are associated with a particular Financial Advisory Firm, subject to approval. These negotiated fees typically lower the portion of the Platform Fee that AssetMark receives.

SPECIAL SERVICE FEES PAID BY CLIENT

Non-standard service fees incurred as a result of special requests from Clients, such as wiring funds or overnight mailing services, will be an expense of the Client's Account and will typically be deducted by the Custodians at the time of occurrence. An authorized officer of AssetMark or the Custodian must approve exceptions.

SECURITY AND SALES-BASED FEES PAID BY CLIENT

An Account can also incur fees referred to as "Regulatory Transaction Fees," paid to brokerage firms to offset the fees the firms owe to self-regulatory organizations and U.S. securities exchanges to cover fees charged by the SEC for costs related to the government's supervision and regulation of the U.S. securities markets and professionals. In addition, applicable Accounts will also be charged expenses related to custody of foreign securities and foreign taxes. The Client should review the agreement or schedule of fees of their selected Custodian.

FINANCIAL ADVISORY FIRM AND FINANCIAL ADVISOR PROGRAM

Financial Advisory Firms receive fees for their services and compensation from AssetMark for their advisory services to Clients, as described above under Financial Advisor Fee. Therefore, they have a financial incentive to recommend the AssetMark wrap fee program over other programs or services, which creates a conflict of interest on the part of the Financial Advisory Firms.

In addition to the Platform Fee and other compensation received by AssetMark, AssetMark enters into other fee arrangements with certain Financial Advisory Firms and/or Financial Advisors as described below. Such arrangements will not increase the Platform Fee payable by the Client. However, Client's should review and understand that these arrangements can be deemed to cause a conflict of interest because they provide Financial Advisory Firms and Financial Advisors with incentives to place and retain Client assets on the AssetMark platform.

Advisor Benefits Program for Financial Advisors

Under AssetMark's Advisor Benefits Program, Financial Advisors have the option to utilize AssetMark's advisor-directed tools, templates and best practices, or to engage with AssetMark to receive business and investment consulting, and/or education and guidance for implementing a growth plan for their businesses. Certain Financial Advisors can receive an allowance or "growth support" for reimbursement of qualified expenses incurred by the Financial Advisor based on their participation in AssetMark sponsored events, marketing initiatives, or use of technology resources and tools. Financial Advisors can also receive benefits by reaching certain levels, or tiers, on the AssetMark Platform. In some cases, participation in select programs can require an upfront commitment fee. These fees are intended to promote advisor engagement and can be eligible for reimbursement in forms of tools or commitment fee back to the advisor based on the advisor's fulfillment of program requirements or achievement of defined milestones. This program creates a financial incentive for Financial Advisors to recommend that Clients invest assets through the AssetMark Platform.

Community Inspiration Award

In order to promote community involvement, AssetMark created the Community Inspiration Award to honor selected Financial Advisors across the United States who have inspired others by supporting charitable organizations in their communities. AssetMark will make a cash donation, subject to the published rules governing the program, to the Financial Advisor's nominated charity in accordance with the following: i) the charitable organization is not a Client or prospective Client of the Financial Advisor, ii) the Financial Advisor cannot hold an officer position on the charitable organization's board or direct funds at the charitable organization, and iii) the charitable organization must not have the ability to contribute funds or services to a candidate for public office or to a Political Action Committee. There is no direct compensation paid to an honored Financial Advisor. However, the Financial Advisor has an incentive to place, or retain Client assets on the Platform as a result of AssetMark's contribution to their supported charitable organization.

This must remain with the Client

Direct and Indirect Support for Financial Advisors

AssetMark sponsors annual conferences for participating Financial Advisory Firms and/or Financial Advisors designed to facilitate and promote the success of the Financial Advisory Firm and/or Financial Advisor and/or AssetMark advisory services. AssetMark offers Portfolio Strategists, Investment Managers and Investment Management Firms, who in some cases also are Sub-Advisors for the GuideMark and GuidePath Funds, the opportunity to contribute to the costs of AssetMark's annual conferences and be identified as a sponsor. AssetMark covers travel-related expenses for certain Financial Advisors to attend AssetMark's annual conferences, quarterly meetings or to conduct due diligence visits. In addition to, and outside of the Advisor Benefits Program, AssetMark contributes to the costs incurred by Financial Advisors in connection with conferences or other Client events conducted by the Financial Advisor or the Financial Advisory Firm. AssetMark also solicits research from Financial Advisors regarding new products or services that AssetMark is considering for Clients. In exchange for this feedback and guidance, AssetMark can offer an incentive to the Financial Advisor for their attendance at, or participation in, for example, an online survey or an in-person focus group. These programs create financial incentives for Financial Advisors to recommend that Clients invest assets through the AssetMark Platform.

Discounted Fees for Financial Advisors

Financial Advisors can receive discounted pricing or complimentary subscriptions from third-party service providers or from AssetMark or its affiliates for services such as business consulting, practice management, technology, financial planning tools and marketing-related tools and services because of their participation in the Platform. In certain cases, AssetMark receives a portion of the subscription fees paid by Financial Advisors to such third-party service providers. Discounted pricing and complimentary subscriptions can be subsidized by AssetMark. These arrangements create a financial incentive for Financial Advisory Firms and their representatives to recommend that Clients invest assets through the AssetMark Platform.

Arrangements between AssetMark and Financial Advisory Firms

AssetMark and its affiliates have made loans and other business arrangements on a selected basis to some Financial Advisory Firms, and will continue to do so in certain circumstances. These financing arrangements result in additional revenue to AssetMark (primarily interest earned on those loans) and they create certain conflicts of interest for Financial Advisory Firms. A Financial Advisory Firm that has borrowed or received money from AssetMark and that still has a loan balance outstanding will have an incentive to continue using AssetMark's products and services for its Clients even when AssetMark's services can be more expensive or less appropriate for the Client. Certain financing arrangements are structured to create long-term obligations by those Financial Advisory Firms that can be costly or difficult for those firms to terminate and certain of those arrangements may give AssetMark the right to convert the debt obligation into equity in the Financial Advisory Firm, giving AssetMark certain additional rights. Therefore, these loans and business arrangements can create an on-going conflict of interest for Financial Advisory Firms between their own financial interests tied to those financing arrangements and the interests of their Clients.

Payment for Testimonials/Endorsements

Financial Advisors and third parties may provide video, audio or documented statements endorsing AssetMark, and AssetMark may compensate them for those statements.

Marketing Support for Financial Advisory Firms

Certain Financial Advisory Firms enter into marketing arrangements with AssetMark whereby the Firms receive compensation and/or allowances in amounts based either upon a percentage of the value of new or existing Account assets of Clients referred to AssetMark by

Financial Advisors, the addition of new Financial Advisors making use of the Platform, or a flat dollar amount. These arrangements provide the communication of AssetMark's service capabilities to Financial Advisors and their Clients in various venues, including participating in meetings, conferences and workshops. AssetMark also provides certain Financial Advisory Firms or their representatives with organizational consulting, education, training and marketing support. These arrangements create a financial incentive for Financial Advisory Firms and their representatives to recommend that Clients invest assets.

Negotiated Fees

AssetMark is permitted, in its discretion, to negotiate the Platform Fee for Clients of certain Financial Advisors. Certain Financial Advisors with higher aggregate levels of assets on the Platform are eligible for negotiated fees, which are passed through to the Client. The Financial Advisor does not earn additional compensation as a result of these negotiated fees. These arrangements create an incentive for Financial Advisory Firms and their representatives to recommend that Clients invest assets through the AssetMark Platform.

Pilot and Early Release Programs

AssetMark can invite certain Financial Advisory Firms to participate in pilot or early release programs designed to solicit feedback on new product or service offerings. In exchange for participation in these programs, AssetMark may provide certain incentives to the Financial Advisory Firms such as fee waivers, or other incentives.

Strategist Fees

In circumstances where a Financial Advisory Firm uses a Portfolio Strategist to assist in the management of a Client's account, AssetMark will pay a strategist fee on a selected basis to the Financial Advisory Firm for use and monitoring of the model portfolio recommended by the Portfolio Strategist. This strategist fee creates a conflict of interest because the Financial Advisory Firm has an incentive to use the model portfolios produced by a Portfolio Strategist in order to keep receiving the fee, compared to other arrangements that might be less expensive or more appropriate for the Client.

Transitions Program for Financial Advisory Firms

AssetMark and its affiliates may enter into business arrangements designed to assist Financial Advisory Firms with succession planning, and will continue to do so. These financing arrangements result in additional revenue to AssetMark and they create certain conflicts of interest for Financial Advisory Firms. A Financial Advisory Firm that has agreed to share a portion of their Firm's revenue with AssetMark and will have an incentive to continue using AssetMark's products and services for its Clients even when AssetMark's services can be more expensive or less appropriate for the Client. Therefore, these business arrangements can create a conflict of interest for Financial Advisory Firms between their own financial interests and the interests of their Clients.

ASSETMARK CASH PAYMENTS TO THIRD PARTIES

AssetMark makes cash payments to third parties ("Referring Firms") for referrals ("Referral Fees") of Financial Advisory Firms ("Referred Financial Advisory Firms") that enter into Advisor Model Platform arrangements ("Referral Arrangements"). In certain cases, Referral Fees shall be discounted in the event that a Referring Firm receives compensation from a qualified custodian (as defined in Item 9 below under Custodial Relationships) in connection with the referral of a Referred Financial Advisory Firm. Each Referring Firm enters into a written agreement with AssetMark and discloses in writing to each prospective Referred Financial Advisory Firm the existence of the Referral Arrangement. Referral Arrangements will not increase the fees payable by Clients of Referred Financial Advisory Firms under the CSA.

This must remain with the Client

ITEM 5 – ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

Clients on the Platform include but are not limited to individuals, high-net-worth individuals, retirement plans, corporations, partnerships, trusts, insurance companies, charitable organizations and banks.

If the Client's Account is an Individual Retirement Account ("IRA") or subject to ERISA, the Client and/or their Financial Advisor must inform AssetMark in writing, and the Client agrees to be bound by the terms of the "ERISA and IRA Supplement to AssetMark Investment Management Services Agreement." Unless expressly agreed to in writing, AssetMark does not serve as a trustee or plan administrator for any ERISA plan, and does not advise such plans on issues such as funding, diversification or distribution of plan assets.

For the Guided Income Solutions, the typical Client will be an individual who is either close to retirement or currently in retirement and would like to use a portion of their savings to generate a monthly income stream.

A Client must deposit the Account minimum into their Account, and if multiple deposits are made into such an Account, the Account will not be invested and will not be considered a managed Account until the Account balance reaches the required minimum. A Client's Account will be held by the Custodian in cash or in the assets transferred in-kind until such time as the value of the deposits to the Account reaches the required minimum for investment. If accounts are at AssetMark Trust, the cash balance will be invested in the AssetMark Trust's ICD Program.

Clients should be aware that a reasonable amount of time will be needed to purchase, redeem, settle and/or transfer assets, and AssetMark will not be held liable for losses due to market value fluctuations during the time taken for these transactions.

A Client must work with a Financial Advisor who will assess their financial situation and identify their investment objectives in order to implement investment solutions designed to meet their financial needs. If a Client does not have a Financial Advisor, e.g. Financial Advisor is terminated or retires, the Client must assign a new Financial Advisor. Otherwise, the account will be deemed to be an Orphaned Account and AssetMark will take steps to terminate the Account.

Investment Minimums - Account Size

Investment Minimums are periodically reviewed and subject to change. AssetMark can, in its discretion, waive the Investment Minimum requirement from time to time. Accounts falling below the Investment Minimum can duly impair the ability to be fully invested in your selected model. It is also important to note that certain investment solutions are subject to a Minimum Account Fee, which might be charged when an account falls below the Investment Minimum. For example, this can occur when you make significant withdrawals from your account. Accounts below the Investment Minimum can be terminated by AssetMark after notice is provided to the Financial Advisor and/or the end investor.

ITEM 6 – PORTFOLIO MANAGER SELECTION AND EVALUATION

SELECTION AND REVIEW OF PORTFOLIO STRATEGISTS, INVESTMENT MANAGEMENT FIRMS AND PRIVATE MARKETS FUND SPONSORS

The Portfolio Strategists used in Model Solution Types, the Investment Managers used in Model and IMA Solution Types, and the sponsors of funds used in Private Markets Strategies ("Private Markets Fund Sponsors") are selected for the Platform by AssetMark in order to make available a curated range of investment options and philosophies to Clients and their Financial Advisors. The selection and due diligence process is described below.

PORTFOLIO STRATEGISTS

Each of the Portfolio Strategists provides to AssetMark a range of investment allocations that will correspond to some or all of the six Risk/Return Profiles, ranging from most conservative to most aggressive, as discussed above under "RISK/RETURN PROFILES"

The Portfolio Strategists use technical and/or fundamental analysis techniques in formulating their investment decisions to meet their targeted objective. Although each of the Risk/Return Profiles includes asset allocations developed by several Portfolio Strategists, each of the Portfolio Strategists nevertheless has its own investment style resulting in the use of different asset classes, and mutual fund, ETF, or investment management firm options within their asset allocations. Investment Strategies can be single asset class or multiple asset classes which may include, but are not limited to the following:

- *U.S. Equities:* Large-Cap Growth, Large-Cap Value, Mid-Cap Growth, Mid-Cap Value, Small-Cap Growth, Small-Cap Value
- *International Equities:* Developed Markets, Emerging Markets
- *Fixed Income:* U.S. Core, High-Yield, Global, International, Emerging Markets
- *Other:* REITs, Commodities, Absolute Return Strategies, Hedging Strategies and other non-standard sectors including Alternatives
- *Cash.*

The objective is to provide Clients with a variety of Investment Strategies and approaches for accomplishing the Client's investment objectives. The Client and their Financial Advisor should review each Portfolio Strategist's investment style prior to selecting the Portfolio Strategist and Investment Strategy for each Client Account on the Platform.

Portfolio Strategists will provide AssetMark with instructions to rebalance (to most recent Model Portfolio allocations) or to reallocate (to new Model Portfolio allocations), either periodically or as they deem appropriate over time, depending on their specific Investment Approach and investment process. These adjustments to the asset allocations will result in transactions in Client accounts. The Financial Advisory Firm or the Client instructs and directs that the Client's account be invested in accordance with all rebalancing and adjustment instructions provided by the Portfolio Strategists unless and until the Client or Financial Advisory Firm expressly terminates the rebalancing and adjustments and/or executes written instructions to change the Strategy in which the account is invested. Client will receive notification of all account transactions in periodic account statements provided by the account Custodian.

The Portfolio Strategists provide allocations based upon the corresponding risk profile determined by the Client and the Advisor, by which AssetMark intends to invest the Account, unless circumstances

This must remain with the Client

indicate modified allocations or investments are appropriate. These allocation recommendations are implemented by AssetMark in Client Accounts when they are received from the Portfolio Strategists and will result in transactions in the impacted Accounts. Portfolio Strategists will guide AssetMark with instructions to rebalance portfolios (return back to policy mix) and/or reallocate (change the target mix), either periodically or as they deem appropriate over time, depending on their specific Investment Approach and investment process.

Although some of the Portfolio Strategists creating portfolios comprised of mutual funds consider all of the mutual funds available under the Platform, certain Portfolio Strategists compose their mutual fund allocations utilizing those mutual funds managed by the Portfolio Strategist or an affiliate of the Portfolio Strategist. This creates a conflict of interest for these Portfolio Strategists, as discussed above. In addition, one or more of the Portfolio Strategists will construct their allocations using AssetMark's Proprietary Funds. A Prospectus for the Proprietary Funds can be obtained upon request from AssetMark or the Financial Advisor. Clients should review prospectuses and consult with their Financial Advisor if they have questions regarding these Funds.

AssetMark makes available to the Financial Advisory Firm and the Financial Advisor factsheets of each investment solution managed by the Portfolio Strategists and Investment Managers. This includes a brief review of each firm, including key investment management personnel, strategy process, allocation shifts and performance metrics. The Client and Financial Advisory Firm can select more than one Portfolio Strategist and/or Investment Strategy for the Client's Accounts, and, as noted above, the Client and Financial Advisory Firm are free to change Portfolio Strategists, Investment Strategy or the mutual fund or ETF components of their Portfolios from time to time, though any change by a Client in the components of a specific asset allocation used for a Client's Account will result in a custom portfolio for that Account which would no longer be automatically rebalanced along with the Portfolio Strategist's rebalancing of its asset allocation. The Client is free to consult with the Financial Advisory Firm at any time concerning the portfolio, and AssetMark is available to consult with Clients and Financial Advisory Firms concerning the administration of the Platform. It is not anticipated that Clients or Financial Advisory Firms will have the opportunity to consult directly with the Portfolio Strategists concerning their asset allocation Strategies, although the Financial Advisory Firms will be provided with information concerning such Strategies and any updates or revisions to such information. For more information regarding specific Portfolio Strategists' investment processes and philosophy, or to request a copy of a Portfolio Strategist's Form ADV Part 2A Disclosure Brochure, a Client should contact their Financial Advisor or AssetMark's Compliance department at the address on the front cover of this Brochure.

AssetMark negotiates agreements with each Portfolio Strategist separately and the terms of these agreements vary from firm to firm, which creates a potential incentive for AssetMark to favor one Portfolio Strategist over another based on how advantageous that firm's agreement is for AssetMark. For more information regarding specific Portfolio Strategists' investment processes and philosophy, or to request a copy of a Portfolio Strategist's Form ADV Part 2A Disclosures Brochure, a Client should contact the Financial Advisor or AssetMark's Compliance department at the address on the front cover of this Brochure.

INVESTMENT MANAGEMENT FIRMS

AssetMark uses independent investment management firms (referred to as "Investment Managers" or "Discretionary Managers") in IMA Solution Types.

The independent Investment Management Firms acting as Investment Managers or Discretionary Managers in their discretionary management capacity, and acting as the Investment Management Firms in their advisory capacity, depending on the Solution Type in question, are all referred to below as Investment Management Firms in the discussion of their selection and oversight. The selection and due diligence process is described below. AssetMark negotiates agreements with each independent Investment Management Firm separately and the terms of these agreements vary from firm to firm, which creates a potential incentive for AssetMark to choose one independent Investment Management Firm over another based on how advantageous that firm's agreement is for AssetMark.

PRIVATE MARKETS FUND SPONSORS

AssetMark selects Private Markets Funds to be made available in Private Markets Portfolios through the Platform. The selection and due diligence process for the sponsors of Private Markets Funds is described below. AssetMark or its affiliates earn fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. AssetMark or its affiliates negotiate agreements with each Private Markets Fund Sponsor separately and the terms of these agreements may vary from firm to firm, which creates a potential incentive for AssetMark to choose one Private Markets Fund over another based on how advantageous the Private Markets Fund Sponsor's agreement for services is for AssetMark or its affiliates.

SELECTION AND DUE DILIGENCE PROCESS FOR PORTFOLIO STRATEGISTS, INVESTMENT MANAGEMENT FIRMS AND PRIVATE MARKETS FUND SPONSORS

Each firm completes a detailed questionnaire ("DDQ") about their investment process, performance and reporting and risk management, in addition to covering business organization, compliance and ethics, operational framework, and client support. The DDQ is reviewed by AssetMark Due Diligence with compliance and ethics sections also being reviewed by AssetMark's compliance group. An external third party is used for operational due diligence review. AssetMark's due diligence process is deep and thorough and focuses on five key P's; People, Philosophy, Process, Portfolio Construction and Performance. Consistency in the first four explains performance so we spend most of our time understanding the qualitative and quantitative aspects of a manager and strategy and use performance as the confirmation of our understanding. The team seeks the following in the five key P's:

1. *People* – stable and tenured teams that have experience managing through different market environments.
2. *Philosophy* – a philosophy that is clearly defined and articulated well. Understanding the foundations to the philosophy and how it has adapted over time is critical.
3. *Process* – a consistent application of the investment process. Demonstrating how investment decisions were made in multiple market environments and tying the decisions back to the philosophy.
4. *Portfolio Construction* – rigor in the risk oversight in building the portfolio. A clear discipline and process that shows how risk management is considered in the investment process.
5. *Performance* – The proof statement and purposefully last. The team's evaluation of the other P's builds up their expectations of how the strategy should perform. The actual results are used to confirm expectations and to demonstrate how the manager adds value over time.

This must remain with the Client

For new searches, all findings are reported to the Due Diligence Investment Committee prior to being reviewed by the Investment Oversight Committee (“IOC”). Once selected for the Platform, the Due Diligence team conducts quarterly reviews via conference calls or in person to discuss, among other things, performance, changes to their investment process and philosophy and any material organizational changes at the firm. For ongoing monitoring all findings are reported to the Due Diligence Investment Committee on a quarterly basis, or sooner based on the significance of the findings. In the event of significant news occurring within a quarter, the Due Diligence team is in immediate contact with the Strategist or Investment manager to fully understand the impact of the news. If a change in status is warranted, an interim investment committee meeting will be held, and relevant action taken. Any strategists on non-satisfactory status are listed in a report that is available on eWealthManager and are reviewed with the IOC on a quarterly basis.

AssetMark charges to Portfolio Strategists, IMA Managers and Private Markets Fund Sponsors that have been selected to participate on the Platform a one-time set up fee and an annual maintenance fee (which is typically tiered such that the fee will increase to the extent that Client Account assets invested in Model Portfolios and/or IMA Accounts managed by Portfolio Strategists and IMA Managers exceed certain thresholds) for performing certain functions, which may include administrative, operational, compliance, investment and marketing functions, in connection with adding and maintaining the firms on the Platform. This creates a conflict of interest for AssetMark because it provides a financial incentive for AssetMark to favor firms that agree to pay the fee in order to participate on the Platform. AssetMark offers a Strategist Data Program through which Portfolio Strategists pay an annual fee to access reports that provide additional detail with respect to assets invested in the Model Portfolios maintained by Portfolio Strategists. AssetMark also offers a Strategist Engagement Program that provides Portfolio Strategists the ability to engage with AssetMark in connection with the support and maintenance of their Model Portfolios on the Platform, including event sponsorships and Strategist Data Program participation, for a bundled annual fee. The Programs described above create a conflict of interest for AssetMark because they provide a financial incentive for AssetMark to favor Portfolio Strategists who pay the fees to participate in the Programs. AssetMark or its affiliates earn fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. The fees earned for providing such services create a conflict of interest for AssetMark they provide a financial incentive for AssetMark to favor the Private Markets Fund Sponsors that pay such fees, and to the extent that such fees and the associated Private Markets Funds vary from firm to firm, to favor one Private Markets Fund Sponsor or Private Markets Fund over another.

INVESTMENT AND TAX RISKS

Clients should understand that all investments involve risk (the amount of which vary significantly), that investment performance can never be predicted or guaranteed and that the value of their Accounts will fluctuate due to market conditions and other factors. Clients who open Accounts by transferring securities instead of opening an Account with cash, should also understand that all or a portion of their securities will be sold either at the initiation of or during the course of management of their Accounts. The Client is responsible for all of the tax liabilities arising from such transactions and holdings in their Accounts; and is encouraged to seek the advice of a qualified tax professional. AssetMark does not provide legal advice, estate planning, or tax advice, but we may provide general tax and estate planning information. This type of information does not apply to Clients’ specific circumstances, tax or estate planning situations. For

that type of assistance, please consult with legal or tax professionals. AssetMark is not liable for any trading losses, lost profits, taxes, or other damages resulting from the use of any information AssetMark may provide, whether it is prepared by AssetMark or a third-party. It is the Clients’ responsibility to choose the appropriate cost basis accounting method for their tax situations.

Performance for the asset allocation models by the Portfolio Strategists, are calculated monthly using a time weighted methodology in InvestCloud (f/k/a Tegra118 and Fiserv) APL trading and portfolio management system. Performance results are shown on a net of fees basis. Composite performance is calculated using actual Client Accounts. Generally, investment Solutions move from a model-tracking portfolio to composite performance reporting when at least one Account is under AssetMark’s Referral Model and meets the minimum investment amount for the specific strategy at AssetMark in the previous quarter. Performance for IMA Investment Solutions is not calculated or reviewed by AssetMark due to the custom nature of these strategies.

For Client level performance, the InvestCloud APL system is used to calculate a time weighted rate of return. Performance results are displayed to each Client daily, via eWealthManager.com, if selected by the Financial Advisor and more formally quarterly via Clients’ Quarterly Performance Review, if selected by the Financial Advisor.

ASSETMARK AS PORTFOLIO STRATEGIST OR INVESTMENT MANAGER

AssetMark also serves as the Portfolio Strategist and Investment Manager for certain Model and IMA Solution Types. Refer to Exhibit B – AssetMark Asset Management – Solution Types for more detailed information.

INVESTMENT DISCRETION

If an IMA Strategy is selected for the Account by the Client and/or Financial Advisor, the Discretionary Manager accepts discretionary authority to manage the assets in the Client’s Account. The Client grants the Discretionary Manager the authority to manage the assets in their Account on a fully discretionary basis. The grant of discretionary authority to the Discretionary Manager includes, but is not limited to the authority to:

- take any and all actions on the Client’s behalf that the Discretionary Manager determines to be customary or appropriate for a discretionary investment adviser to perform, including the authority to buy, sell, select, remove, replace and vote proxies for securities, including mutual fund shares and including those advised by AssetMark or an affiliate, and other investments, for the Account, and to determine the portion of assets in the Account to be allocated to each investment or asset class and to change such allocations;
- select the broker-dealers or others with which transactions for the Account will be effected; and
- retain and replace, or not, any person providing services to the Discretionary Manager.

REASONABLE RESTRICTIONS, PLEDGING AND WITHDRAWING SECURITIES

AssetMark allows reasonable investment limitations and restrictions when notified of such by the Financial Advisor or Client.

Clients have the option to place restrictions against investments in specific securities or types of securities for their Account that are

This must remain with the Client

reasonable in light of the advisory services being provided under the different Solution Types offered on the Platform, understanding that any restrictions placed on an Account can adversely affect performance. Requests for such restrictions are reviewed by AssetMark to ensure that they are reasonable and will not unduly impair AssetMark's ability to pursue the Solution Type and Strategy selected by the Client. Clients can also pledge the securities in their Account or withdraw securities from their Account (transfer in-kind to another Account or Custodian), but must do so by giving instructions in writing to AssetMark and AssetMark Trust. It is important to note that restrictions cannot be effected in certain investments or due to operational capabilities such as in a mutual funds, or at the sleeve level within a Multiple Strategy Account.

Side-by-side management refers to managing accounts that pay performance fees (fees based on a share of capital gains on or capital appreciation of Account assets) while at the same time managing accounts that do not pay performance fees. AssetMark does not charge performance-based fees.

Investing in securities involves risk of loss that Clients should be prepared to bear.

VOTING CLIENT SECURITIES SHAREHOLDER MATERIALS, PROXY VOTING AND CLASS ACTIONS

Shareholder materials and proxy voting for Platform Accounts

For all Accounts, Client has the right to receive prospectuses, proxy materials and other issuer-related shareholder materials concerning the securities held in their Account (the "Shareholder Materials") and to vote all proxies and voluntary corporate actions, such as mergers, acquisitions and tender offers or similar occurrences, solicited with respect to securities held in each their Account; provided, however, that the delivery of Shareholder Materials and proxy voting rights shall be subject to the terms of the Client's agreement with their Custodian and the selected Custodian's policies and procedures.

The Solution Types offered on the AssetMark Platform are Model Portfolios, Individually Managed Accounts ("IMAs") and Individual Funds. The Platform also offers the Advisor As Strategist and Advisor Managed Portfolios Programs. The processes for delivery of shareholder materials and voting of proxies for these are as follows.

As of March 2025, in the instance of an Account invested in a Model Portfolio Strategy or an Individual Mutual Fund, the practice of all Platform Custodians has been to forward Shareholder Materials to Client and Clients have been responsible to vote proxies and voluntary corporate actions. It is anticipated that, following notices to affected Clients, this practice will change at the end of May 2025 for those Clients who have selected AssetMark Trust as their custodian. Upon the effectiveness of this change for an Account invested in a Model Portfolio Strategy or an Individual Mutual Fund, unless other arrangements are made with respect to the securities held in the Account, the Client will direct AssetMark to receive all Shareholder Materials and to vote the proxies and voluntary corporate actions in its discretion. Client represents that, under applicable instruments or governing law, Client is authorized to make such direction. In providing this proxy voting service, AssetMark is not providing continuous monitoring of the Client Account or providing advisory services other than voting proxies and voluntary corporate actions.

For current Clients who have selected a third-party custodian (that is, one other than AssetMark Trust), the current practice of clients receiving Shareholder Materials, including proxies, will continue.

However, if a client becomes a client of a third-party custodian after the end of May 2025, unless other arrangements are made with respect to the securities held in the Account, the Client will direct AssetMark to receive all Shareholder Materials and to vote the proxies and voluntary corporate actions in its discretion. Client represents that, under applicable instruments or governing law, Client is authorized to make such direction. In providing this proxy voting service, AssetMark is not providing continuous monitoring of the Client Account or providing advisory services other than voting proxies and voluntary corporate actions.

Client always has the right to receive shareholder materials and vote proxies applicable to the securities in the Account. If at any time you would like to receive these materials, contact your Financial Advisor. You may also contact AssetMark at:

AssetMark, Inc.
Attention: Advisor Compliance
1655 Grant Street, 10th Floor
Concord, CA 94520
advisorcompliance@assetmark.com

In the instance of an Individually Managed Account or an Advisor Managed Account not managed through the Advisor Managed Portfolios Program, unless other arrangements are made, the Client directs the Discretionary Manager to receive all Shareholder Materials with respect to the securities held in the Client Account and to vote the proxies and voluntary corporate actions in their discretion. Client represents that, under applicable instruments or governing law, Client is authorized to make such direction. Such direction may be amended by the Client at any time by delivering written notice to the Advisor and, if applicable, to the Discretionary Manager. The Advisor shall promptly deliver any such notice through AssetMark to the Discretionary Manager. Client understands and agrees that the terms and conditions of the Client's election to receive Shareholder Materials and vote proxies, or to delegate to the Discretionary Manager the voting of proxies and receipt of Shareholder Materials, is subject to the terms and conditions imposed by the Custodian and each Discretionary Manager, including the Advisor, if applicable.

If an Account, for which AssetMark votes proxies, holds shares of a fund for which AssetMark acts as adviser, AssetMark will vote 100% of the shares over which it has voting authority according to instructions it receives from its Clients, which are the Fund's beneficial shareholders. AssetMark will vote shares with respect to which it does not receive executed proxies, in the same proportion as those shares for which it does receive executed proxies. This is known as "mirror voting" or "echo voting."

Client's right to vote proxies, and therefore its designation to another to vote proxies, cannot apply to securities that have been loaned pursuant to a securities lending arrangement.

In the instance of an Account managed through the Advisor Managed Portfolios Program, the Client will receive Shareholder Materials for purposes of voting any voting securities and directing the voting of any proxies and voluntary corporate actions relating to the securities held in the Account.

Proxy Voting for Administrative Accounts

The Client retains the right to vote proxies if the Account is an Administrative/Non-Managed Account.

Class Actions and Similar Actions

Neither Advisor, any Discretionary Manager, AssetMark nor any Portfolio Strategist shall advise or act for the Client with respect to any legal matters, including bankruptcies or class actions, with respect to securities held in the Account. However, if you have chosen AssetMark Trust as your custodian, pursuant to your Custody Agreement, unless you opt out, you authorize AssetMark Trust to act on your behalf and as your agent and contract with a third party for Class Action Services. AssetMark Trust has contracted with Broadridge Investor Communication Solutions, Inc. ("Broadridge") to provide Class Action Services to AssetMark Trust custodial clients. These services offered through AssetMark Trust, including the conflicts of interest they create for AssetMark, are detailed below in item 9.

Voting Process and Material Conflicts

AssetMark has adopted proxy voting policies and procedures designed to fulfill its duties of care and loyalty to its Clients. AssetMark has adopted a set of voting guidelines provided by an unaffiliated third-party firm with which it has contracted to vote proxies on its behalf. These policies, procedures and the voting guidelines provide that votes will be cast in a manner consistent with the best interests of the Client. The specific guidelines address a broad range of issues including board composition, executive and director compensation, capital structure, corporate reorganizations, shareholder rights, and social and environmental issues. AssetMark's proxy voting policies and procedures provide for the identification of potential conflicts of interest that can occur due to business, personal or family relationships, determination of whether the potential conflict is material, and they establish procedures to address material conflicts of interest. To address voting items identified as those in which AssetMark has a material conflict of interest, AssetMark generally will rely on the third-party firm to vote according to the guidelines. Alternatively, AssetMark can also refer a proposal to the Client and obtain the Client's instruction on how to vote or disclose the conflict to the Client and obtain the Client's consent on its vote. AssetMark is not obligated to vote every proxy; there will be instances when refraining from voting is in the best interests of the Client. Because the interests of Clients can differ, AssetMark can vote the securities of different Clients differently. AssetMark will generally delegate the voting of all proxies by the GuideMark Funds to the sub-advisors engaged to advise the GuideMark Funds.

Clients can obtain a copy of AssetMark's complete proxy voting policies and procedures upon request. Clients can also obtain information from AssetMark about how AssetMark voted any proxies on behalf of their account(s). To obtain proxy voting information, requests should be mailed to:

AssetMark, Inc.
Attention: Advisor Compliance
1655 Grant Street, 10th Floor
Concord, CA 94520
advisorcompliance@assetmark.com

ITEM 7 – CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

If a Client selects an IMA Strategy, the Client's information will be shared with the IMA Manager who has discretionary authority on the Account. Client information will not be shared with Portfolio Strategists who provide asset allocation Strategies and have no discretion over the Account.

REVIEW OF ACCOUNTS

The Clients and their Financial Advisors may contact AssetMark to arrange for consultations regarding the management of their Accounts. Clients should refer to their Financial Advisors to discuss and assess their current financial situation, investment needs and future requirements in order to implement and monitor investment Portfolios designed to meet the Client's financial needs.

AssetMark makes available periodic reports to Financial Advisory Firms for use with their Clients. These written reports, the Quarterly Performance Review ("QPR"), generally contain a list of assets, investment results, and statistical data related to the Client's Account. We urge Clients to carefully review these reports and compare the statements that they receive from their custodian to the reports.

Management of the Client's Account

The Financial Advisory Firm provides the specific advice to the Client concerning the Client's investment Strategy for each Account, including the Solution Type, the Portfolio Strategist(s), the particular Investment Approach or sub-strategy to be chosen for the Client, and the Client's appropriate Risk/Return Profile. The Financial Advisory Firm will also advise Clients in Individually Managed Accounts on the Investment Managers to be selected for the Client's Account. The Financial Advisory Firm and/or the client (depending upon the specific form of Client Services Agreement or advisory agreement entered into between the Financial Advisory Firm and the Client) retains discretion to choose the Portfolio Strategist(s), the asset allocation(s) and the Investment Managers selected as the components of the Strategy for the Client's Accounts, and will have the opportunity periodically to change the Strategy or its components, including the Solution Type, the choice of Portfolio Strategist(s), the particular asset allocation(s) or sub strategies, the Risk/Return Profile, or the Investment Managers selected for the Accounts.

Clients are provided with periodic custodial reports from a custodian and AssetMark provides the Financial Advisory Firms with QPR's for each of their Client's Accounts. The periodic custodial reports include a listing of all investments in the Client's account, their current valuation, and a listing of all transactions occurring during the period. The QPR's include information concerning the allocation of the assets in each Client Account among various asset classes and the investment performance of the Client's Account during the quarter and billing/fees.

The Client Account review function is performed by the Client's Financial Advisor. AssetMark does not assign Client Accounts directly to specific individuals for investment supervision, and there is no single individual or class of individuals within the organization that can be identified as being solely responsible for implementing a full set of review criteria on any one Client Account. Instead, AssetMark offers a Platform of Solution Types to its Clients, each of which is a Model Portfolio to which the Client's Account is linked. A variety of teams within the organization then have responsibility for reviewing the application of the appropriate investment guidelines to each Account. At the model level, two groups are responsible for ensuring that the investment models to which Client Accounts are linked are consistent with the guidelines and investment Strategy selected by the Client. AssetMark Due Diligence reviews

those model recommendations provided by the Portfolio Strategists. AAM reviews on an ongoing basis the performance of the proprietary strategies. The Trade Operations Group monitors account adherence to models provided by Strategists and adherence to models created and maintained by AAM. AssetMark makes available QPR's and a supplemental report is also available for use with Clients in the Guided Income Solutions. These written reports generally contain a list of assets, investment results, and statistical data related to the Client's Account. Clients are urged to carefully review these reports and compare them to statements that they receive from their Custodian.

Clients can contact their Financial Advisors to arrange for consultations regarding the management of their Accounts. Clients should refer to their Financial Advisors to discuss and assess their current financial situation, investment needs and future requirements in order to implement and monitor investment portfolios designed to meet the Client's financial needs.

ITEM 8 – CLIENT CONTACT WITH PORTFOLIO MANAGERS

Together with their Financial Advisor, Clients invested in High Net Worth and IMA Strategies will have direct access to Investment Managers to discuss their Account. On the other hand, Clients who have selected Model Portfolios will not have access to the Model Provider or Portfolio Strategist.

ITEM 9 – ADDITIONAL INFORMATION

DISCIPLINARY INFORMATION

On September 26, 2023, the SEC issued an Order Instituting Administrative Cease-and-Desist Proceedings against AssetMark. The SEC alleged that, from at least September 2016 through January 2021, AssetMark failed to fully disclose that AssetMark and affiliate AssetMark Trust together set the amount of the payment that AssetMark Trust would retain as compensation from the payment received by the banks that participated in the FDIC-Insured Cash Deposit Program ("ICD Program") (the "ICD Program Fee"), which, in turn, determined the amount that would be distributed as interest by the banks to clients. The SEC alleged that AssetMark had failed to fully disclose the associated conflicts of interest related to its role in setting the ICD Program Fee. The SEC also alleged that AssetMark, from at least January 2016 through August 2019, did not fully disclose the associated conflicts of interest related to AssetMark's receipt of custodial support payments from certain no-transaction fee ("NTF") mutual funds. These failures constituted breaches of AssetMark's fiduciary duty to advisory clients. The SEC alleged that AssetMark violated Section 206(2) and 206(4) of the Advisers Act and Rule 206(4)-7 promulgated thereunder. AssetMark consented to the Order without admitting or denying the SEC's findings.

On August 25, 2016, the SEC announced a settlement with AssetMark in an order containing findings, which AssetMark neither admitted nor denied, that AssetMark violated Section 206(4) of the Investment Advisers Act of 1940 ("Advisers Act") and Rule 206(4)-1(a)(5) by allowing its staff, from July 2012 through October 2013, to circulate to prospective Clients who were considering an F-Squared managed account service offered by AssetMark, performance advertisements created by F-Squared relating to a different separately managed account service not offered by AssetMark and which misleadingly described that different service's performance between 2001 and 2008, and that AssetMark violated Section 204(a) of the Advisers Act and Rule 204-2(a)(16) by failing to maintain records substantiating the performance in the advertisements created by F-Squared.

There are no disciplinary items to report for the management team of AssetMark.

OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

AssetMark is direct subsidiary of AssetMark Financial Holdings, Inc., an independent private company owned by GTCR, a private equity firm based in Chicago, Illinois. The following companies are under common control with AssetMark. AssetMark does not consider such affiliations to create a material conflict of interest for AssetMark or its Clients. Conflicts do exist though, and those are noted below. The industry activities of these affiliated companies are described in further detail below:

- Atria Investments, Inc. (d/b/a Adhesion Wealth)
- AssetMark Brokerage, LLC
- AssetMark Services, Inc.
- AssetMark Trust Company
- AssetMark Wealth Services, Inc.
- Efficient Advisors, LLC

Adhesion Wealth

Adhesion Wealth is a registered investment adviser with the U.S. Securities and Exchange Commission, currently providing sub-advisory services to other registered investment advisers, either directly or through a third party sponsored program.

AssetMark Brokerage, LLC

AssetMark Brokerage, LLC ("AssetMark Brokerage") is a broker-dealer registered with the SEC and is a member of FINRA.

AssetMark Services, Inc.

AssetMark Services, Inc., provides recordkeeping and administrative services to retirement plans.

AssetMark Trust Company

AssetMark Trust is an Arizona chartered trust company that serves as the Custodian for certain Accounts on the AssetMark Platform.

AssetMark Wealth Services, Inc.

AssetMark Wealth Services, Inc. provides financial planning services to Financial Advisory Firms utilizing the AssetMark Platform.

Efficient Advisors, LLC

Efficient Advisors, LLC is a registered investment adviser with the U.S. Securities and Exchange Commission, currently offering turnkey asset management services.

Some employees of AssetMark are also shared with affiliated entities. This presents potential conflicts around the sharing of client's personal information, trading practices, and supervision. To mitigate these conflicts, the Company has policies in place to supervise and monitor the activities of these shared employees.

Affiliations Under GTCR

AssetMark also has indirect affiliations with companies under GTCR, including Allspring Funds Management, LLC and Allspring Global Investments, LLC, which provide investment advisory services for registered mutual funds, closed-end funds and other funds and accounts. Although not affiliated at the time the Program Administrator was engaged by AssetMark Trust for services, AssetMark Trust and the Program Administrator, as described below in the FDIC-Insured Cash Program, are now under common ownership. AssetMark does not consider such affiliations to create a material conflict of interest for AssetMark or its Clients.

AFFILIATE SERVICES AND CONFLICTS OF INTEREST

Banking Institution - AssetMark Trust

With the input from their Financial Advisors, the Client chooses a Custodian from among those offered through the Platform. AssetMark Trust, an affiliate of AssetMark, is among the available Platform Custodians. If the Client chooses AssetMark Trust as their Platform Custodian AssetMark Trust is paid for custodial and brokerage services provided to Client Accounts through the Platform Fee charged their Account and, where applicable, through additional fees and compensation. Pursuant to a contract between AssetMark and AssetMark Trust, AssetMark pays AssetMark Trust for services AssetMark Trust provides its custodial Clients. Additionally, AssetMark Trust receives payments from mutual funds, mutual fund service providers and other financial institutions for certain services AssetMark Trust provides related to investments held in Client Accounts. AssetMark Trust handles transfer agency functions, shareholder servicing, sub-accounting and tax reporting functions that these financial institutions would otherwise have to perform. Such payments are made to AssetMark Trust by these financial institutions based on the amount of assets invested in Client Accounts. Any such payments to the Custodian will not reduce the Platform Fee. Some mutual funds, or their service providers, provide compensation in connection with the purchase of shares of the funds, unless prohibited by law or regulation. AssetMark Trust also receives compensation for services to Clients and Accounts, including Cash Management Services (see below).

Investment Companies - GuideMark Funds and GuidePath Funds

The GuidePath Funds are directly managed by AAM and invested in unaffiliated mutual funds and ETFs. AAM manages the GuidePath Funds based on research provided by current Portfolio Strategists in each of the Investment Approaches. AssetMark's Due Diligence team has ongoing oversight over the performance of the Sub-Advisers in the GuideMark and GuidePath Funds and the Portfolio Strategists on the Platform.

Investment Adviser – Adhesion Wealth

AssetMark and Adhesion Wealth share resources, personnel, and business infrastructure. Certain employees can perform services for both firms, and the firms can collaborate operationally and administratively. Each investment adviser can refer clients to the other when the services offered by the affiliate can be better suited for the client's needs. These referrals can result in compensation or other benefits to the referring adviser, which creates a potential conflict of interest. AssetMark acts as a model provider on the Adhesion platform and makes certain proprietary strategies available for Adhesion's clients to select.

ADMINISTRATIVE SERVICE FEES RECEIVED BY AFFILIATE

AssetMark selects mutual funds used in their Solution Types and, generally, the mutual funds selected are institutional share class funds. However, if institutional share class funds are not available, a fund that includes a Rule 12b-1 fee can be selected. Although most mutual funds held by AssetMark Trust client accounts do not pay a 12b-1 fee, administrative service fee or similar income is paid with regard to most funds held by client accounts. This income and variation in payments create conflicts because AssetMark Trust is paid this income, as described below.

AssetMark Trust uses sub-custodians in fulfilling its responsibilities, including National Financial Services Corp., (whose affiliated broker-dealer, Fidelity Brokerage Services, LLC, also provides brokerage

and clearing services for Client Accounts), see below, Custodial Relationships. Fidelity operates as a sub-custodian for AssetMark Trust, and as sub-custodian Fidelity receives certain payments from investment companies for certain administrative and recordkeeping services. AssetMark Trust receives payments from Fidelity for the recordkeeping and other administrative duties performed by AssetMark Trust as Custodian. Because Fidelity operates as a sub-custodian for AssetMark Trust, Fidelity remits approximately 92.25% of such fees collected from these investment companies to AssetMark Trust in exchange for the custodial support services AssetMark Trust provides. If an AssetMark-advised fund, e.g., a GuidePath or GuideMark Fund, is used, Fidelity pays AssetMark Trust 100% of the payments. Below are the types of fees AssetMark Trust receives:

- *12b-1s*, which are a cost to the shareholders of the mutual fund. If the prospectus of a mutual fund allows for 12b-1 fees to be paid for either "distribution" or "service," it will be included in the fund's expenses and deducted from the income the mutual fund earns.
- *Administrative Service Fees ("ASF's")*, which are not an expense to the shareholders of the fund. These are an expense to the mutual fund and are paid to Fidelity per an agreement between the mutual fund company and Fidelity;
- Recordkeeping fees earned on ERISA plan account holdings; and
- Transaction-based fees, which may or may not be expenses of the fund.

AssetMark also holds fund shares directly, without using Fidelity as sub-custodian. In such a case, the fund or fund company can pay AssetMark Trust ASF's directly.

AssetMark Trust receives ASFs from Fidelity, banks and insurance companies, or from their respective service providers. Any such income received by AssetMark Trust is in consideration for services it provides. This amount, in the aggregate, is substantial, in consideration of the services provided by AssetMark Trust to these respective service providers and varies by mutual fund. These payments are used to offset the additional annual custody fee otherwise payable by IRA Clients and Clients with Accounts subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). AssetMark Trust currently waives any portion of this IRA & ERISA Account Fee not offset by this income.

Private Markets Fund shares include administrative service fees that are paid to Platform Custodians, including AssetMark Trust.

CASH MANAGEMENT SERVICES OFFERED BY AFFILIATE

If Clients select AssetMark Trust as their Platform Custodian, they will be offered the following cash management services: FDIC-Insured Cash and CDARS Programs; Securities-Backed Lines of Credit; and FDIC-insured checking accounts. AssetMark Trust does not directly provide these services; they are provided to AssetMark Trust Clients through third-party providers, and AssetMark Trust is compensated by the third parties. With the exception of the Cash Allocation (discussed below), these services are optional; Clients can opt out of the services or choose not to use them. A disclosure document further discussing these cash management services, AssetMark Trust Company Disclosures Regarding Services, will be provided to Clients who select AssetMark Trust as their Platform Custodian. Please read this disclosure to better understand the features, costs and conflicts of interest related to these services. The following is only a summary of those disclosures.

FDIC-Insured Cash Program

Cash Allocation in Accounts Invested in Platform Strategies: A portion (the "Cash Allocation") of all Client Accounts invested in a Platform Strategy is placed in cash or a cash alternative investment. If you choose AssetMark Trust as your custodian, this Cash Allocation will be placed in AssetMark Trust's Insured Cash Deposit ("ICD") program and deposited in one or more banks insured by the Federal Deposit Insurance Corporation ("FDIC"), unless a money market mutual fund is required or requested. AssetMark has established the target Cash Allocation at 2% in part to defray the costs of providing the Platform and to help assure cash is available to pay Financial Advisor Fees and the Platform Fee. The interest your Account earns on the 2% Cash Allocation to FDIC-Insured Cash is less than what typically would be earned on a money market fund. As discussed in more detail below, because of the revenue that AssetMark and its affiliate AssetMark Trust earn from the Cash Allocation, this is a conflict of interest.

The target Cash Allocation is 2%, and the Account's Cash Allocation is rebalanced quarterly if the allocation falls below 1.5% or is more than 2.5% of total Account assets. Accounts enrolled in AssetMark's Tax Management Service ("TMS") are not included in the quarterly rebalance, as rebalancing is part of ongoing TMS optimization. TMS is an optional service that AssetMark offers for some strategies on its Platform. Accounts enrolled in TMS may have Cash Allocations of more than 2%. TMS will review the Cash Allocation on an ongoing basis, with the objective to bring it to the 2% target, but with priority given to TMS objectives.

In addition to the Cash Allocation, Client Account will also hold cash pending investment or distribution and these cash amounts will be invested in the ICD Program. Additionally, Funding Accounts will be invested in the ICD Program. (A Funding Account is used to receive cash and assets transferred in kind before sale or transfer to an advised Account.) You may opt out of the ICD Program for your Cash Allocation. If you opt out of the ICD program, your Cash Allocation will be invested in one or more money market mutual funds. Cash that is not yet in a sweep vehicle (due to trading activity, residuals or new cash in a funding account) will simply be held in cash until swept to the ICD Program or money market mutual fund, when cash is moved from the funding to managed account, or typically by the following business day.

Administrative Accounts: If a Client selects an Administrative Cash Account, all of the Administrative Cash Account will be placed in the ICD Program, unless the amount of the deposit qualifies for, and the Client elects, the High Yield Cash Program, which is also part of the FDIC Insured Cash Program but one in which the interest rates credited are expected to be higher than those credited ICD Program deposits. The interest rate paid on the High Yield Cash program can be negotiable. General Securities Accounts ("GSAs") may also hold FDIC-Insured Cash Program Funds. You may also opt out of the FDIC-Insured Cash Program, in which case your account will be invested in one or more money market funds. There is no Platform Fee and no Custodial Account Fee for Administrative Cash accounts. Any Financial Advisor Fee payable pursuant to a Client Advisory Agreement will be payable on an Administrative Cash Account unless AssetMark receives instructions not to charge the Financial Advisor Fee. Although there is no Platform Fee for Administrative Cash Accounts with deposits in the FDIC-Insured Cash Program, if the cash is deposited in the ICD Program and not the High Yield Cash Program, then those assets can be aggregated with assets in other Client Accounts with AssetMark for "householding" purposes, which aggregation should result in larger aggregate balances that can reduce the rate(s) of the Platform Fee(s) applicable to other Client Account(s). If the Client has

selected a tiered Financial Advisor (or "FA") Fee, this householding or aggregation of balances can also reduce the rate of the Client's FA Fee. Deposits in the High Yield Cash Program, however, will not be aggregated with other AssetMark Client Account assets for fee householding purposes. You should determine if you would prefer the higher interest rate(s) offered by HYC or the lower fees available through "householding."

Fees on Advised Accounts and Conflicts of Interest: The Platform Fee is assessed on 100% of the value of Account assets invested in Platform Strategies upon initial investment and, thereafter, at the end of each calendar quarter, even though the Cash Allocation, cash pending investment or distribution portions of the Account do not receive any investment advisory or brokerage services. (They do receive administrative and custodial services.) The Financial Advisor Fee is also assessed on 100% of the value of assets in Accounts invested in Platform Strategies. In some low interest-rate environments, the Financial Advisor Fee plus Platform Fee can exceed the amount of interest paid on the Cash Allocation. It is anticipated that, when looked at jointly, AssetMark Trust and AssetMark will receive more compensation on the Cash Allocation and cash pending investment or distribution portions of Accounts invested in the ICD Program than on Account assets invested in the Accounts' investment Strategy.

Client participation in the FDIC-Insured Cash Program results in financial benefits for AssetMark Trust and its affiliates that create conflicts of interest. AssetMark Trust receives compensation from the Program Banks for the record keeping and administrative services it provides in connection with maintaining the FDIC-Insured Cash Program (the "Program Fee"). The interest rates paid Client Accounts under the FDIC-Insured Cash Program are determined by AssetMark Trust, in consultation with AssetMark, and are based on the interest rates paid by the Program Banks, less the Program Fees paid to AssetMark Trust by the Program Banks. In determining the interest rates paid Client Accounts, AssetMark Trust and AssetMark also consider other factors, including the rates paid by competitors. The Program Fees paid to AssetMark Trust can be up to 4% on an annualized basis viewed on a rolling twelve-month basis, and across all Deposit Accounts. The amount of the Program Fee paid to AssetMark Trust and Administrative Fee paid to the third-party Program Administrator reduce the interest rate paid on Client Program Deposits. AssetMark Trust has discretion over the amount of its Program Fee, and AssetMark Trust reserves the right to modify the Program Fees it receives from Program Banks. This discretion in setting the Program Fee creates a conflict of interest on the part of AssetMark Trust and AssetMark; the greater the Program Fee AssetMark Trust receives – which is determined by AssetMark Trust in consultation with AssetMark – the lower the interest rate paid to Clients. In certain interest rate environments, the Program Fee is a substantial source of revenue to AssetMark Trust and, indirectly, to AssetMark Financial Holdings, Inc. AssetMark Trust can reduce its Program Fees and can vary the amount of the reductions between Clients and the amount of interest paid Clients. The gross interest rates paid by each Program Bank, which affects the interest rates paid in the FDIC-Insured Cash Program, do and are expected to vary from Program Bank to Program Bank; this creates a conflict for AssetMark Trust when selecting Program Banks in that it incentivizes AssetMark Trust to select the banks that pay higher interest rates. No part of the Program Fee is paid to Financial Advisors. Neither AssetMark nor AssetMark Trust share any revenue from the Program with individual AssetMark employees, Financial Advisory Firms who use our Platform, or Financial Advisors who provide advice to clients with Accounts on our Platform. This is a mitigation against the conflict of interest relating to the fees and revenue AssetMark Trust (and AssetMark, Inc. as an affiliate) earn from the Program.

The Program Fees paid to AssetMark Trust can be greater or less than compensation paid to other Platform Custodians with regard to cash sweep vehicles. The interest rate Program Deposits earn with respect to the AssetMark Trust FDIC-Insured Cash Program are expected to be lower than interest rates available to depositors making deposits directly with a Program Bank or with other depository institutions. Program Banks have a conflict of interest with respect to setting interest rates and do not have a duty to provide the highest rates available on the market and can instead seek to pay a low rate; lower rates are more financially beneficial to a Program Bank. This is in contrast to money market mutual funds, which have a fiduciary duty to seek to maximize the rates they pay investors consistent with the funds' investment strategies. There is no necessary linkage between the bank rates of interest and other rates available the market, including money market mutual fund rates.

If an Account's cash is invested in a money market mutual fund (because, for example, the Account opted out of the FDIC-Insured Cash Program or is a Section 403(b)(7) custodial account), AssetMark Trust receives and expects to receive service fees from the mutual fund or its service providers. AssetMark Trust expects the Program Fees it receives from Program Banks in the FDIC-Insured Cash Program to be at a higher rate than any service fee it will receive from money market mutual funds or their service providers and that has been its recent experience. This is a conflict of interest for AssetMark Trust in that it expects to receive a higher Program Fee from Program Banks than the service fee from money market mutual funds.

CDARS Program for Certificates of Deposits

In addition to the FDIC-Insured Cash Program (and its ICD and HYC deposit accounts), AssetMark Trust makes available to its custodial client a Certificate of Deposit Account Registry Service® ("CDARS") Program that allows a depositor to deposit amounts in Certificates of Deposit ("CDs") at one or more depository institution insured by the Federal Deposit Insurance Corporation ("FDIC"). Deposits in the CDARS Program are deposited through a network of individual "Destination Institutions" unaffiliated with AssetMark Trust. Subject to the satisfaction of certain conditions, these deposits are eligible for FDIC insurance up to the maximum amount permitted by the FDIC, currently \$250,000 for all deposits held at each Destination Institution in the same legal capacity. AssetMark Trust is not a depository institution and does not issue or offer CDs. There is no Platform Fee is assessed on the CDs held in your GSA. If instructed by your Financial Advisor, a Financial Advisor Fee can be charged.

Conflicts of Interest:

Client participation in the CDARS Program results in financial benefits for AssetMark Trust and its affiliates that create conflicts of interest. AssetMark Trust receives compensation from the Destination Institutions for the placement of deposits in CDs through the CDARS Program (the "Placement Fee"). (The third-party administrator of the CDARS Program also receives a fee ("CDARS Administrative Fee") from the Destination Institutions.) AssetMark Trust, in consultation with AssetMark, determines the amount of its Placement Fee, and the Placement Fee reduces the interest rates paid by the Destination Institutions on the CDs under the CDARS Program, as does the CDARS Administrative Fee paid to the third-party CDARS Program Administrator. In determining the Placement Fee, AssetMark Trust and AssetMark consider a number of other factors, including the rates paid on CDs in competitor programs. The Placement Fees paid AssetMark Trust can be up to 4% on an annualized basis viewed on a rolling twelve-month basis across all CDs. AssetMark Trust has discretion over the amount of its Placement Fee, and AssetMark Trust reserves the right to modify the Placement Fees it receives from Destination

Institutions. This discretion in setting the Platform Fee creates a conflict of interest on the part of AssetMark Trust and AssetMark; the greater the Placement Fee AssetMark Trust receives – which is determined by AssetMark Trust in consultation with AssetMark – the lower the interest rate paid to Clients on CDs. In certain interest rate environments, the Placement Fee is a substantial source of revenue to AssetMark Trust and, indirectly, to AssetMark Financial Holdings, Inc. AssetMark Trust can reduce its Placement Fees and can vary the amount of the reductions between Clients and the amount of interest paid Clients. No part of the Placement Fee is paid to Financial Advisors.

The Placement Fees paid to AssetMark Trust can be greater or less than compensation paid to other custodians for similar services. The interest rate CDs earn with respect to the CDARS Program offered through AssetMark Trust can be lower than interest rates available to depositors making deposits directly with, or purchasing CDs directly from, a Destination Institution or other banks or depository institutions. Destination Institutions have a conflict of interest with respect to setting interest rates and do not have a duty to provide the highest rates available on the market and can instead seek to pay a low rate; lower rates are more financially beneficial to a Destination Institution. This is in contrast to money market mutual funds, which have a fiduciary duty to seek to maximize the rates they pay investors consistent with the funds' investment strategies. There is no necessary linkage between the bank rates of interest on CDs and other rates available the market, including money market mutual fund rates.

In addition to CDs, AssetMark Trust custodial clients may invest cash in the FDIC-Insured Cash Program (and its ICD and HYC deposit accounts) and/or money market mutual funds. If an Account's cash is invested in a money market mutual fund, AssetMark Trust receives and expects to receive service fees from the mutual fund or its service providers. AssetMark Trust expects the Placement Fees it receives from Destination Institutions in the CDARS Program to be at a higher rate than any service fee it will receive from money market mutual funds or their service providers. This is a conflict of interest for AssetMark Trust in that it expects to receive a higher Placement Fee from Destination Institutions than the service fee from money market mutual funds.

Securities-Backed Lines of Credit ("SBLOC")

If Clients select AssetMark Trust to act as their Platform Custodian, they can use the holdings in their non-retirement Account(s) as collateral for a loan. Such loans are usually referred to as Securities-Backed Lines of Credit ("SBLOC"). The lender selected by the Client will determine how large a loan will be given based on the assets in the Client Account being used as collateral. Some categories of assets, e.g., fixed income, generally allow for a larger loan amount than other categories of assets, e.g., equities and private assets.

Suitability: Using an Account as collateral for a loan is not suitable for all Clients. Securities-backed loans involve a number of risks, including the risk of a market downturn, tax implications if pledged securities are liquidated, and the potential increase in interest rates, and other risks. If the value of pledged securities drops below certain levels, the borrower can be required to pay down the loan and/or pledge additional securities. Clients must consider these risks and whether a securities-backed loan is appropriate before applying. Clients should consider these issues and discuss their financial position and objectives and whether using their investments as collateral for a loan is appropriate with their Financial Advisor.

There are two general ways for a Client to apply for a loan using the assets in their non-retirement AssetMark Trust custodial Account(s) as collateral: 1. apply for a loan through a lender available through

AssetMark Trust's Cash Advantage™ Lending service; or 2. apply for a loan from the lending institution of the Client's choice.

AssetMark Trust Company's Cash Advantage™ Lending Service: AssetMark Trust has established relationships with two separate lenders to which Clients can apply for a line of credit under AssetMark Trust's Cash Advantage™ Lending service. Currently, the two lenders are Supernova Lending, Inc. ("Supernova") and The Bancorp Bank, an FDIC-insured bank ("Bancorp"). AssetMark's arrangements with these lenders are designed to streamline the loan application process and provide the lenders access to information about the Accounts that Clients use as collateral for the loans. AssetMark Trust is not affiliated with either Supernova or Bancorp, and each is responsible for its own services. Clients may also use their own lender. AssetMark Trust does not have the authority to encourage Clients to take a loan and does not have the authority to decide whether one of the lenders in its Cash Advantage™ Lending service will offer Clients loans. The interest rate paid for a line of credit can be negotiated.

Compensation and conflicts of Interest: AssetMark Trust benefits if a Client takes a loan because the lenders in the Cash Advantage™ Lending service pay AssetMark Trust compensation based on outstanding loan balances. AssetMark Trust has discretion to reduce its compensation in order to reduce the interest rate charged a loan. AssetMark Trust has a conflict of interest with respect to the interest rates charged on loans; the higher the compensation AssetMark Trust receives, the more expensive the loans are for Clients.

Deposit Accounts Opened through AssetMark Trust Company's Cash Advantage™ Service

If Clients select AssetMark Trust as their Platform Custodian, they can choose to open a deposit (checking) account at Bancorp, the FDIC-insured bank that offers online banking services and debit cards through AssetMark Trust's Cash Advantage™ service. Bancorp deposit accounts and AssetMark non-retirement custodial accounts can be linked, so that amounts can be automatically transferred between accounts based upon the minimum and maximum targets set for balances in the Client's Bancorp checking account. AssetMark Trust benefits financially if Clients open accounts at Bancorp because Bancorp pays AssetMark Trust compensation based on the average monthly balances in Clients' deposit accounts.

CLASS ACTION SERVICES OFFERED BY AFFILIATE

AssetMark Trust has contracted with Broadridge Investor Communication Solutions, Inc. ("Broadridge") to provide Class Action Services to AssetMark Trust custodial clients. Broadridge will be compensated for its Class Action Services to AssetMark Trust clients by retaining 20% of class action proceeds payable to AssetMark Trust clients (who have not opted out of the Class Action Services). AssetMark Trust also uses Broadridge as a service provider for other services. Broadridge is compensated by AssetMark Trust or another party, such as the security issuer, depending on the service. For example, AssetMark Trust pays Broadridge to deliver prospectuses related to the holdings in client accounts to AssetMark Trust clients, but the security issuer pays Broadridge for delivery of proxy materials. Broadridge provides incentives to AssetMark Trust to use Broadridge by providing rebates to AssetMark Trust if multiple services are used. AssetMark Trust receives payments from Broadridge based on the compensation Broadridge receives for delivery of proxy materials to AssetMark Trust clients, and the rate used to calculate these payments will increase if Broadridge Class Action Services are used. The rebate paid by Broadridge to AssetMark Trust (which is based on the compensation Broadridge receives for proxy material delivery from the security issuer) can exceed the amount of fees paid by AssetMark Trust to Broadridge during the

year (for prospectus deliveries). This receipt by AssetMark Trust creates a conflict of interest in that it is to AssetMark Trust's advantage to offer Broadridge Class Action Services to its clients. AssetMark Trust addresses this conflict by this disclosure, by making clear to clients that they can opt out of the services and by having a procedure for them to do so. An additional conflict exists as follows. Clients can choose as the Strategy for their Account one managed by AssetMark Trust affiliate, AssetMark. AssetMark would then have the conflict of choosing for its advisory clients securities likely to be involved in class actions, because such could increase the likelihood that AssetMark Trust clients would choose to use Class Action Services. AssetMark Trust and AssetMark, address this conflict by disclosing it.

AFFILIATE FEE INCOME AND ASSOCIATE CONFLICTS DISCLOSURE

GPS Fund Strategies, GPS Select and GPS Select Access

Client Accounts invested in these Strategies will receive allocations, determined by AssetMark, among AssetMark 's Proprietary Funds. AssetMark receives fees from the Proprietary Funds in which these Accounts invest. The fees differ between Funds and the total fees collected will vary depending upon the profile selected by the Client and the fund allocation within each profile. If a Client elects the GPS Fund Strategies, the Client authorizes and instructs that the Account be invested pursuant to the selected profile, acknowledges that fund advisory and other fees collected by AssetMark will vary, and approves of the fee payments to AssetMark. The Client will be given prior notice if these allocations or mutual funds change resulting in fee payments and, unless the Client or the Financial Advisor gives notice to AssetMark, the Client consents to these changes.

If a Client selects GPS Select or GPS Select Access, the Client authorizes and instructs that the Account be invested pursuant to the selected profile and acknowledges that AssetMark is permitted to modify Fund allocations within a range such that fund management fees earned by AssetMark can vary within a range of 0.30% of the assets in the Strategy. Client approves fund allocations within this range and acknowledges Client will not receive prior notice of the fund allocation changes unless such allocations would exceed the 0.30% range.

For more information regarding the fees collected by AssetMark when using these Strategies, refer to the allocation tables provided in Exhibit C at the end of the Disclosure Brochure. To the extent that an IMA Manager invests Account assets in, or a Portfolio Strategist makes an allocation to, a fund managed by AssetMark or an AssetMark affiliate, AssetMark or the AssetMark affiliate will typically earn investment advisory or other fees from the fund. To the extent that AssetMark makes an allocation or invests Account assets in a fund managed by an AssetMark affiliate, AssetMark will rebate a portion of the fees paid.

GPS Select Access – AssetMark or its affiliates receive fees from Private Markets Fund Sponsors and AssetMark Trust receives fees from Private Markets Funds

A portion of Client Account assets invested in GPS Select Access will be allocated by AssetMark to Private Markets Funds. AssetMark or its affiliates receive fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. Since the amount that AssetMark or its affiliates are paid by each Private Markets Fund Sponsor may vary, changes by AssetMark to the allocations of Private Markets Funds in Client Accounts can change the amount AssetMark or its affiliates receive in fees from Private Markets Fund Sponsors. The maximum retained fee that AssetMark or its affiliates can receive from Private

Markets Fund Sponsors, assuming the possible asset allocations anticipated by AssetMark is 0.075%. If an allocation change or the addition of a new Private Markets Fund or the addition of fees paid to AssetMark or its affiliates for additional services results in a maximum aggregate retained fee from Private Markets Fund Sponsors greater than 0.075%, the Client will be given notice. In the event that a Client makes a withdrawal resulting in Private Markets Funds representing a higher percentage of the Client Account than the target allocation, the maximum retained fee that AssetMark or its affiliates can receive from Private Markets Fund Sponsors may be higher than 0.075%.

Additionally, if AssetMark Trust is chosen as Custodian, AssetMark Trust will be paid administrative service fee payments from Private Markets Funds. The third-party Platform Custodians (Custodians other than AssetMark Trust) also receive administrative service fee payments from Private Markets Funds.

Savos Personal Portfolios Access

AssetMark or its affiliates receive fees from Private Markets Fund Sponsors and AssetMark Trust receives fees from Private Markets Funds

AssetMark serves as investment manager for Savos Personal Portfolios Access (“SPP Access”) and will allocate account value across Investment Strategies including Private Markets strategies. AssetMark will allocate a portion of Client Account assets to Private Markets Funds. AssetMark or its affiliates receive fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. Since the amount that AssetMark or its affiliates is paid by each Private Markets Fund Sponsor may vary, changes by AssetMark to the allocations of Private Markets Funds in Client Accounts can change the amount AssetMark or its affiliates receive in fees from Private Markets Fund Sponsors. The maximum retained fee that AssetMark or its affiliates can receive from Private Markets Fund Sponsors, assuming the possible asset allocations anticipated by AssetMark is 0.075%. If an allocation change or the addition of a new Private Markets Fund or the addition of fees paid to AssetMark or its affiliates for additional services results in a maximum aggregate retained fee from Private Markets Fund Sponsors greater than 0.075%, the Client will be given notice. In the event that a Client makes a withdrawal resulting in Private Markets Funds representing a higher percentage of the Client Account than the target allocation, the maximum retained fee that AssetMark or its affiliates can receive from Private Markets Fund Sponsors may be higher than 0.075%.

Additionally, if AssetMark Trust is chosen as Custodian, AssetMark Trust will be paid administrative service fee payments from Private Markets Funds. The third-party Platform Custodians (Custodians other than AssetMark Trust) also receive administrative service fee payments from Private Markets Funds.

PRIVATE MARKETS STRATEGIES

AssetMark or its affiliates receive fees from Private Markets Fund Sponsors and AssetMark Trust receives fees from Private Markets Funds

AssetMark serves as investment manager for Private Markets Strategies and will allocate account value across Private Markets Funds. AssetMark or its affiliates receive fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. Since the amount that AssetMark or its affiliates is paid by each Private Markets Fund

Sponsor may vary, changes by AssetMark to the allocations of Private Markets Funds in Client Accounts can change the amount AssetMark or its affiliates receive in fees from Private Markets Fund Sponsors. The maximum retained fee that AssetMark or its affiliates can receive from Private Markets Funds Sponsors, assuming the possible asset allocations anticipated by AssetMark is 0.25%. If an allocation change or the addition of a new Private Markets Fund or the addition of fees paid to AssetMark or its affiliates for additional services results in a maximum aggregate retained fee from Private Markets Fund Sponsors greater than 0.25%, the Client will be given notice.

INCENTIVE COMPENSATION

Certain AssetMark associates, typically sales associates, are eligible to receive compensation pursuant to a Sales Incentive Plan (“SIP”). Payments under a SIP are based on meeting certain production goals in support of AssetMark’s long-term growth strategy and profitability. Financial Advisors, not AssetMark associates, are responsible for a Client’s suitability and/or investment recommendations. AssetMark can also provide additional incentives for affiliate (Adhesion Wealth) program referrals or to promote services, e.g. tax management services. Certain AssetMark associates are also eligible to receive.

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

The Financial Advisory Firm provides investment advisory services to the client. The following summary describes the Code of Ethics for AssetMark, as the Platform sponsor.

AssetMark has adopted a Code of Ethics (the “Code”) that is intended to comply with the provisions of Rule 204A-1 under the Advisers Act, which requires each registered investment adviser to adopt a code of ethics setting forth standards of conduct and requiring compliance with federal securities laws. Additionally, the Code is designed to comply with Section 204A of the Advisers Act, which requires investment advisers to establish, maintain and enforce written policies and procedures reasonably designed, taking into consideration the nature of such investment adviser’s business, to prevent the misuse of material, non-public information by any person associated with such investment adviser. The Code requires that all “Supervised Persons” (including officers and certain affiliated persons and employees of AssetMark) in carrying out the operations of AssetMark, adhere to certain standards of business conduct. Specifically, the Code requires that these persons: (i) comply with all applicable laws, rules and regulations; (ii) avoid any conflict of interest with regard to AssetMark and its Clients; (iii) avoid serving their personal interests ahead of the interests of AssetMark and its Clients; (iv) avoid taking inappropriate advantage of their position with AssetMark or benefiting personally from any investment decision made; (v) avoid misusing corporate assets; (vi) conduct all of their personal securities transactions in compliance with the Code; and (vii) maintain, as appropriate, the confidentiality of information regarding AssetMark’s operations.

The Code contains a number of prohibitions and restrictions on personal securities transactions and trading practices that are designed to protect the interests of AssetMark and its Clients. First, the Code prohibits trading practices that have the potential to harm AssetMark and/or its Clients, including excessive trading or market timing activities in any Account that AssetMark manages, trading on the basis of material non-public information, and trading in any “Reportable Security” when they have knowledge the security is being purchased or sold, or is being considered for purchase or sale by the Accounts managed by AssetMark or any AssetMark-advised mutual funds. Second, the Code mandates the pre-clearance of certain personal securities transactions, including transactions in securities sold in initial public offerings or private

placements. The Code also requires the pre-clearance of Reportable Security transactions for certain Access Persons (“Access Persons” is a segment of the Supervised Persons group that have access to AssetMark pre-trade information). Finally, the Code requires Access Persons to submit, and the Chief Compliance Officer (the “CCO”) to review initial and annual holdings, and quarterly transaction reports.

AssetMark utilizes StarCompliance to provide enhanced tracking of certain employee transactions and gives AssetMark the ability to analyze those employee trades against certain parameters and transactions in its managed Accounts or any Proprietary Funds. Access Persons also utilize this system to annually certify their receipt of, and compliance with, the Code and pre-clear their Reportable Security transactions, if they are required to do so by the Code.

All Supervised Persons under the Code are responsible for reporting any violations of the Code to the CCO. The Code directs the CCO to submit reports to the Board of Trustees of any AssetMark-advised mutual funds regarding compliance with the Code, and to impose sanctions on violators, as warranted.

AssetMark will provide a copy of the Code to any Client or prospective Client upon request.

BROKERAGE PRACTICES

TRADE EXECUTION AND BROKERAGE ALLOCATION

Trading is directed by and is the responsibility of AssetMark or the Discretionary Manager, if applicable. Subject to the Client’s chosen Solution Type and Strategies, AssetMark or the Discretionary Manager gives instructions for the purchase and sale of securities for Client Accounts. AssetMark or the Discretionary Manager selects the broker-dealers or others with which transactions for Client Accounts are effected. There is often an additional charge by the Platform Custodian, if AssetMark or the Discretionary Manager, as applicable, determines to trade away from the selected brokerage firm.

AssetMark or the Discretionary Manager, if applicable, will generally direct most, if not all transactions to the Platform Custodian. Trades are bundled by Custodian in trading blocks and submitted for execution on a pre-determined randomized rotation, or through simultaneous submission to all Custodians. In addition, if the selected Custodian is AssetMark Trust, generally most, if not all transactions will be directed to Fidelity Brokerage Services, LLC, and/or National Financial Services, LLC (collectively and individually “Fidelity”) or other broker-dealers selected by AssetMark, and contracted with by AssetMark Trust, in view of their execution capabilities, and because the selected broker-dealer(s) is paid by AssetMark or AssetMark Trust and generally does not charge Client Accounts transaction based fees or commissions for its execution service. In certain circumstances, better execution could be available from broker-dealers other than the broker-dealer(s) generally used by the Client’s Custodian. AssetMark, or other Discretionary Manager is permitted to trade outside the selected broker-dealer(s).

AssetMark, or the Discretionary Manager as applicable, can combine purchase and sale transactions for a security into a single brokerage order for accounts on the AssetMark Platform or accounts managed by an AssetMark affiliate. By combining the purchase and sale transactions into a single brokerage order, Clients that are buying a security will receive the same average price as Clients that are selling the same security and Clients selling will receive the same average price as Clients that are buying the same security, based on the single net order placed by AssetMark. This aggregation process could be considered to result in a cross transaction among affected Client Accounts.

Clients should be aware that the arrangement that AssetMark Trust has with Fidelity described above creates a financial incentive for AssetMark to utilize that broker-dealer regardless of execution quality, in order to avoid incurring the charges that accompany trading with other broker-dealers. This incentive creates an actual or potential conflict of interest to the extent that AssetMark utilizes Fidelity to execute trades for Client Accounts when higher quality execution might be available through other broker-dealers. However, in fulfilling its fiduciary obligations, AssetMark evaluates the execution quality received by Clients at their selected Custodians on a periodic basis. Any execution trends over a period of time are researched and discussed at AssetMark’s quarterly Execution Review Committee meeting. In addition, some investment solutions that have historically only been available at AssetMark Trust, are now available at other Custodians.

ETFs are traded daily at market determined prices on a national exchange in a similar manner to individual equity securities. Although ETFs are priced intra-day in the same manner as equity securities, the actual timing of trade order execution varies, depending upon trade volume, systems limitations and issues beyond AssetMark’s control, and the actual fulfillment of trade orders by the broker in the market can take place at different prices and different times throughout the day. AssetMark submits ETF trades for a given day to each broker in a random order, or simultaneously where possible, to provide the most feasibly equivalent execution for all participating Clients. On days with heavy trade volumes, AssetMark can utilize “not held” and/or “limit order” instructions in an attempt to reduce market impact on the price received for the security. When a Portfolio Strategist implements a reallocation adjustment or rebalance to its ETF strategy, and/or in the case of exceptionally high volume requests, AssetMark can utilize an alternate agency broker or an “authorized participant” liquidity provider selected by AssetMark to execute orders for Clients at multiple custodians, and then “step out” those trades to those custodians on a net fee basis. AssetMark also seeks and can rely upon a Portfolio Strategist’s recommendation for stepping out to an alternative broker when executing the Portfolio Strategists reallocation. There are no separate fees charged for ETF trades that are stepped out to an alternate broker, unless in the case of a broker trading on an agency basis, in which case their flat fee will be included in the execution price. On a quarterly basis, AssetMark’s Execution Review Committee will review the step out trade activity in the Accounts.

AssetMark receives Model Portfolios or trade recommendations from Strategists on a non-discretionary basis. There can be instances in which the policy of a specific Strategist or Discretionary Manager is to effect trades in the Accounts of their discretionary Clients before delivering Model Portfolios to non-discretionary Clients.

Dividends are generally received in cash, held in the account in the selected custodian’s sweep vehicle and invested consistently with the account’s allocations at the next account rebalancing.

ACCOUNT LIQUIDITY RESERVE

To properly maintain cash flows for Client needs, a portion of all Client Accounts invested in a Strategy is maintained in a short-term investment vehicle. This liquidity reserve (or “Cash Allocation”) is generally referred to as the Custodian’s cash “sweep” vehicle. The Cash Allocation target is 2%, and an Account’s Cash Allocation is rebalanced quarterly if the allocation falls below 1.5% or is more than 2.5% of total Account assets. (Note: Accounts enrolled in AssetMark’s Tax Management Service (“TMS”) are not included in the quarterly rebalance, as rebalancing is part of ongoing TMS optimization. TMS is an optional service that AssetMark offers for some strategies on

its Platform. Accounts enrolled in TMS may have Cash Allocations of more than 2%. TMS will review the Cash Allocation on an ongoing basis, with the objective to bring it to the 2% target, but with priority given to TMS objectives.)

The sweep vehicle for the Cash Allocation will differ by the Custodian and Strategy selected by the Client. At AssetMark Trust, it is usually AssetMark Trust's Insured Cash Deposit ("ICD") Program but depending upon the Strategy selected for the account, could be a money market mutual fund or other short-term pooled investment vehicle. Additionally, an AssetMark Trust Client can opt out of the ICD Program for the Account's Cash Allocation, in which case the Account will be invested in one or more money market funds (see FDIC-Insured Cash Program, above).

DELIVERY OF FUND REDEMPTION PROCEEDS

Mutual funds are included in some Client Accounts. Under certain economic or market conditions or other circumstances, mutual funds pay redemption proceeds by an in-kind distribution of securities in lieu of cash. Mutual funds, broker-dealers or transfer agents can experience delays in processing orders, or suspend redemptions or securities trading under emergency circumstances declared by the SEC, the New York Stock Exchange or other stock exchanges or regulatory agencies.

RECEIPT OF EXECUTION REPORTS

AssetMark does not utilize soft dollars by directing trades to broker-dealers and accumulating soft dollar credits. AssetMark receives execution reports from vendors such as Abel Noser and Fidelity, which it uses to review best execution of trades on the Platform. AssetMark does not pay directly for these reports. The Client's asset-based Platform Fee, which includes custody, does not vary depending on whether AssetMark receives these execution reports or not.

CUSTODIAL RELATIONSHIPS

AssetMark does not provide custodial services to its Clients. AssetMark is determined to have custody of client funds in accordance with the SEC's Custody Rule given the affiliation between AssetMark and AssetMark Trust, a qualified custodian of certain of the Advisor's clients' assets. Given this determination, AssetMark will engage an independent public accountant to conduct an annual, independent surprise audit of client funds and securities. Client assets are held with banks, financial institutions or registered broker-dealers ("Platform Custodians" or "Custodians") that are qualified Custodians under Advisers Act Rule 206(4)-2. Clients will receive custodial account statements directly from their selected Platform Custodian at least quarterly. Clients are urged to carefully review those statements and compare the custodial statements to the quarterly performance reviews that are available to them. The Client agrees to review all Account Statements, trade confirmations and other notices and confirmations of information and promptly notify AssetMark of any errors within 10 days. AssetMark shall not be liable for any losses due to errors that remain unreported for more than 10 days after receipt of mailed Account Statements, trade confirmations and other notices and confirmations of information or the electronic posting of such documents. Not all Solution Types are offered at all Custodians.

The AssetMark Platform provides access to the following Platform Custodians:

- AssetMark Trust, an Arizona trust company and affiliate of AssetMark, 3200 North Central Avenue, Seventh Floor, Phoenix, Arizona 85012. Its mailing address is P.O. Box 40018 Lynchburg, VA 24506-4018.

- Charles Schwab & Co., Inc. ("Schwab"). 7801 Mesquite Bend Drive, Ste. 112, Irving, TX 75063
- Fidelity Brokerage Services, LLC ("Fidelity"). 200 Seaport Boulevard, Boston, MA 02210.
- Pershing Advisor Solutions ("PAS"). One Pershing Plaza, Jersey City, NJ 07399.

On an exception basis, AssetMark can allow for the selection of a Platform Custodian not listed above. The assets of each Client Account are custodied at a Platform Custodian, and each Client must contract separately with their selected Platform Custodian for custodial services. Payment for the custodial and brokerage services provided by the Platform Custodian to the Account are included in the AssetMark Platform Fee. Refer to "Custodial Account Fees and Servicing Costs" below, for more information on what is included in the Platform Fee. The Client authorizes the Custodian to debit Platform Fees from the Account.

All Client Accounts are separately maintained on the records of the Client's selected Custodian. With regard to AssetMark Trust, Client funds and securities are typically held in omnibus accounts at various banks, broker-dealers and mutual fund companies. The holdings of these omnibus accounts reflect book-entry securities, which AssetMark Trust allocates to the individual Client Accounts on its own records. AssetMark Trust uses sub-custodians in fulfilling its responsibilities, including National Financial Services Corp., (whose affiliated broker-dealer, Fidelity Brokerage Services, LLC, also provides brokerage and clearing services for Client Accounts), and JP Morgan Chase (f/k/a Bank One).

The Client, with the assistance of their Financial Advisor, shall select a Custodian for their Account. The Custodian selected by the Client shall send periodic account statements detailing the Client's individual Account(s), including portfolio holdings and market prices, all transactions (such as trades, cash contributions and withdrawals, in-kind transfers of securities, interest and dividend or capital gains payments) for each individual Client Account, and fee deductions. The Custodian will also provide full year-end tax reporting for taxable accounts and fiscal year-end reporting for Accounts held for tax-qualified entities; and access to electronic or web-based inquiry system that provides detailed information on each Client's Account, on a daily basis. Additionally, Clients can inquire about their current holdings and the value of their Accounts on a daily basis by electronic or web-based access. The Custodian can also send a Transaction Acknowledgement to the Client for all cash contributions, withdrawals and in-kind transfers as they occur. Although Clients usually waive receipt of individual transaction confirmations, a Client can elect, by written request to their Custodian, to receive a confirmation of each security transaction and such confirmations will thereafter be provided. A Client can incur termination fees from another custodian when transferring their account to ATC. ATC can elect to reimburse these termination fees to the Client. This arrangement can be deemed to cause a conflict of interest because they provide Financial Advisory Firms and Financial Advisors and their Clients with incentives to place Client assets with ATC, and ATC and AssetMark can earn more revenue.

The Custodians will mail a letter of acknowledgement confirming the establishment of an Account and receipt of assets, to the Account's address of record. Clients are strongly encouraged to review all statements, acknowledgements and correspondence sent by the Custodian.

This must remain with the Client

CUSTODIAL ACCOUNT FEES AND SERVICING COSTS

The Platform Fee is a “wrap” fee and includes payment for advisory, administrative, custodial and brokerage services. AssetMark pays each Platform Custodian to provide custodial and brokerage services to Client Accounts. Clients do not pay transaction fees on any trades made in the Solution Types available on the Platform, unless described in the separate Custody Agreement with their selected Custodian. There are some Solution Types that do incur additional fees at the Custodian, such as fixed-income solutions or those that hold alternative or option products. Additionally, AssetMark Trust charges an annual Administrative Custody Fee of \$25.00 and reserves the right to waive this fee at its discretion.

Each Client will enter a custodial agreement with their selected Custodian and be provided a fee schedule or schedule of charges. Refer to the Custody Agreement or schedule of charges for specific fees applicable to the Client Account that are not included in AssetMark’s Platform Fee. For example, the Custodians can also charge termination fees and various other miscellaneous fees for wires, returned checks and other non-standard activity on an Account such as fees for alternative investments. Custody fees can also apply to Accounts in Solution Types that are either closed or no longer offered to new Clients. As well, for some legacy strategies on the AssetMark Platform no longer available to new investors, AssetMark continues to use retail share classes. All custody fee details are clearly presented in each Custodian’s fee schedule and separate custody agreement.

AssetMark has negotiated with each Platform Custodian the compensation that AssetMark will pay the Custodian for providing custodial and brokerage services to Client Accounts. AssetMark provides third-party Platform Custodians with significant support services with respect to the custodial services that the Custodians must perform, including, for example, reviewing new Account paperwork and communicating with Financial Advisors to resolve incomplete custodial paperwork. These Services are taken into consideration when AssetMark and each Custodian negotiate the compensation that AssetMark will pay the Custodian for providing custodial and brokerage services to Client Accounts. The amount of the compensation that AssetMark pays differs between Custodians. Additionally, AssetMark generally receives more revenue when Clients choose AssetMark Trust as their Custodian. These differences in payments and revenue create conflicts of interest for AssetMark. AssetMark addresses these conflicts by having the same Platform Fee apply regardless of the Custodian chosen and by allowing the Client to choose their own Custodian, which can be AssetMark’s affiliated Custodian, AssetMark Trust. Although the Platform Fee is the same among Custodians, different fees for incidental expenses can apply. Pursuant to the services agreement between AssetMark and AssetMark Trust, AssetMark reallocates expenses for non-advisory services that AssetMark provides to AssetMark Trust. These services are primarily administrative in nature, all of which are provided by AssetMark for the benefit of all affiliates, including AssetMark Trust.

Although it is not common, some clients may arrange to have a direct relationship with one of the third-party custodians on the AssetMark Platform, that is, with Pershing Advisor Solutions (“PAS”), Fidelity or Schwab (not AssetMark Trust). If a Client contracts directly with a third-party custodian, not through the Platform, that Client will pay that custodian’s fees as described and provided in their agreement with the custodian. These fees paid such Client’s custodian would be in addition to the Platform Fee payable through the AssetMark Platform, even though the Platform Fee includes compensation for custodial and brokerage services. A Client contemplating such an arrangement should discuss these fees with their Financial Advisor.

Some individual account qualified plans, such as 401(k) plans, allow participants to make decisions regarding the investment of their accounts that include investing their account outside the investments offered through the plan. Such accounts are often referred to as self-directed brokerage accounts or SDBAs. The third-party custodians on the AssetMark Platform usually allow SDBAs. If a Client is a participant in an individual account plan that allows SDBAs, and their selected custodian allows such, they may choose to invest their SDBA in a Platform Strategy on the AssetMark Platform. If they do, they will pay the Platform Fee applicable to their selected strategy. This would be in addition to any fees their account may be charged by their plan.

In addition to the possible payment of separate, additional fees, a Client with a direct relationship with a third-party custodian can generally give instructions directly to their custodian, including instructions for trading and withdrawals. If a Client, including through their Financial Advisor, gives instructions directly to their Custodian, these instructions can interfere with the management or trading of their Account and the Account’s performance. AssetMark, any Portfolio Strategist and any Discretionary Manager are not responsible for any losses, including to performance, or damages caused by a Client or their Financial Advisor giving instructions directly to their Custodian and not through the AssetMark Platform.

PROSPECTUSES & OTHER INFORMATION

The Client designates AssetMark, or the applicable Discretionary Manager, as their agent and attorney-in-fact to obtain certain documents related to securities purchased on a discretionary basis for their Account. If the Client selects AssetMark Trust as their Custodian, Clients waive receipt of prospectuses, shareholder reports, proxies and other shareholder documents. This waiver can be rescinded at any time by written notice to AssetMark. Clients that select a Custodian other than AssetMark Trust, i.e., PAS, or Fidelity elect to receive prospectuses, shareholder reports, proxies and other shareholder materials for Accounts invested in a Mutual Fund Strategy or Guided Portfolios, i.e., GPS Fund Strategies or GPS Select. The Client is entitled to receive materials related to a Proprietary Funds advised by AssetMark.

FINANCIAL INFORMATION

In certain circumstances, registered investment advisers are required to provide you with financial information or disclosures about their financial condition in this Item. AssetMark has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients and has never been the subject of a bankruptcy proceeding.

ITEM 10 – REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Not applicable to AssetMark as the Platform sponsor.

EXHIBIT A – SOLUTION TYPES – MODEL PROVIDERS AND INDIVIDUAL MANAGED ACCOUNTS

ASSETMARK PLATFORM				
	MODEL PORTFOLIOS		INDIVIDUALLY MANAGED ACCOUNTS	
	PROPRIETARY	3RD PARTY	PROPRIETARY	3RD PARTY
INVESTMENT SOLUTIONS	GPS Fund Strategies	Acadian ⁴	AssetMark Custom HNW	RBC Rochdale (HNW) (formerly City National Rochdale)
	GPS Select ¹	AlphaSimplex		
	Guided Income Solutions ²	Algorithmic Investment Models (former Beaumont)		CIBC (HNW)
	Market Blend - Global			Clark PUMA (HNW)
	Market Blend - US	AllianceBernstein ^{4, 5}		William Blair (HNW)
	WealthBuilder	BlackRock ^{4, 5}		Parametric - Custom
	AssetMark Asset Builder	Brown Advisory ^{4, 5}	Fixed-Income	
	AssetMark Personal Values	Capital Group (American Funds) ⁴	Savos Fixed Income - Laddered Bonds	Parametric
	AssetMark Income Builder	Clark Capital Management Group		Capital Group
	Savos Preservation	Dimensional Fund Advisors		Clark
	Savos GMS/PMP ¹	Dorsey Wright		Nuveen
	Savos USRC	DoubleLine ^{3, 6}		Sage
	Savos Personal Portfolios ¹	Federated-Hermes ⁴		
	GuidePath Managed Futures ³	Fidelity Institutional Wealth Advisers		
	AssetMark Direct Indexing	Fiera Capital ⁴		
	AssetMark Private Markets Strategies	First Trust		
		Franklin Templeton		
		Hartford (Wellington) ⁴		
		JP Morgan ⁴		
		Julex ⁶		
		Kensington		
		Logan ⁴		
		Morningstar ⁴		
		New Frontier		
		Nuveen ⁵		
		Neuberger Berman ^{3, 4}		
	PIMCO			
	Principal (Principal Edge)			
	State Street			
	Stone Ridge ³			
	VanEck			
	WestEnd			
	William Blair ⁴			
FINANCIAL ADVISOR CUSTOM ACCOUNTS¹				
Multi-Strategy Account (MSA)				
Custom GPS Select				
Custom Savos GMS and PMP				
Savos Personal Portfolios Custom				
OTHER SERVICES AND NON-MANAGED ACCOUNTS				
Administrative Accounts				
General Securities Account				
ICD and High Yield Cash				
INVESTMENT VEHICLES				
closed-end mutual funds; open-end mutual funds; ETFs, alternatives, stocks, fixed income, bonds, options, preferred stocks; treasury bonds, bills and notes, bank notes.				

¹ Financial advisor can customize this Model Portfolio to more closely reflect the Client's specific needs or preferences

² Goal or target-based Solution

³ Individual Mutual Fund or Model Provider offers at least one Individual Mutual Fund solution

⁴ Offers at least one equity model; used in SMA Program

⁵ Offers at least one ESG model

⁶ Closed to new business

EXHIBIT B – ASSETMARK ASSET MANAGEMENT – SOLUTION TYPES

AssetMark Asset Management (“AAM”) serves as the Portfolio Strategist and Investment Manager for the proprietary Models and IMA Solution Types described below. AAM can exercise its discretion by making investment decisions that are tailored to one specific proprietary solution and not applicable to all proprietary solutions on the Platform.

MODEL PORTFOLIOS

Guided Portfolios

- GPS Fund Strategies
- GPS Select
- GPS Select Access

Mutual Fund Solution Types

- Market Blend (GuideMark Funds)
- AssetMark Asset Builder
- AssetMark Personal Values
- AssetMark Income Builder

Exchange-Traded Fund (“ETF”) Solution Types

- MarketBlend

Mutual Fund/ETF Blend Solution Types

- WealthBuilder

Savos Solution Types

- IMA Accounts, (Equity Balanced, Fixed-Income, and Custom High-Net Worth)
- Savos Preservation Strategy
- Savos GMS Accounts
- Savos PMP Accounts
- Savos US Risk Controlled Strategy, and
- Savos Personal Portfolios
- Savos Personal Portfolios Access

Guided Income Solutions

AssetMark Direct Indexing

AssetMark Private Markets Strategies

I. GUIDED PORTFOLIOS

GPS Fund Strategies

For GPS Fund Strategies, AssetMark will provide investment allocations across Investment Strategies based on investment objectives, market outlook, risk profile and other preferences. As of the date of this Brochure, the GPS Fund Strategies primarily utilize NTF mutual funds advised by AssetMark, the GuidePath Funds. AssetMark advised mutual funds, including the GuidePath Funds, are collectively known as “Proprietary Funds.”

AssetMark is compensated by the Proprietary Funds for its advisory services provided to the Proprietary Funds. The Platform Fee for the GPS Fund Strategies is lower than that charged for strategies with third party funds. The Platform Fee for the GPS Fund Strategies does not include a charge for advisory services but pays for custodial, trading, administrative and other services.

AAM starts with a baseline allocation across Investment Strategies; however, these allocations will tilt over time based on their view of the risk environment. This allocation mix is met with the use of GuidePath Funds and, as needed, GuideMark Funds. GPS Fund Strategies are available with or without an exposure to alternative investment mutual funds. With the assistance of the Financial Advisor, the Client’s selected GPS Fund Strategy will take into account the Client’s investment objective, if the Client is in an accumulation or distribution phase, if the Client seeks to have exposure to alternative investments or not, or seeks to use GPS Fund Strategies as a focused strategy in order to complement other Solution Types selected for the Client Portfolio.

Investment Objective: Accumulation vs. Distribution.

Accumulation Objective. An accumulation objective typically refers to investors who are still working and seeking to build their wealth base. A blended mix of Investment Strategies with an emphasis on growth of capital is used.

Distribution Objective. A distribution objective typically refers to investors who are in or near retirement and seeking to take withdrawals from their asset base over time. A blended mix of Investment Strategies with an emphasis toward providing income with a secondary objective of growth of capital is used.

Focused GPS Fund Strategies. Focused GPS Fund Strategies provide a means for Clients to access pre-set strategies based primarily on the Client’s risk profile and their desire for focused exposure to one or more Investment Strategies used to complement other Solution Types selected for the Client Portfolio.

Core Markets Focused. Strategies seek to provide exposure to growth of capital markets and are generally allocated to Core solutions blending a mix of equities and bonds.

Tactical Focused. Strategy seeks to provide flexible exposure to the equity market dependent on risk environment and for defensive equity exposure.

Tactical-Low Volatility Focused. Strategies seek to provide flexible exposure to the equity market alongside flexible bond exposures in a blended mix.

Low Volatility Focused. Strategy seeks to provide a low correlation to equities with low volatility experience similar to bonds for risk management purposes.

Multi-Asset Income Focused. Seeks to provide a blend of income and growth, and depending on the profile. A core position in the GuidePath Multi-Asset Income Fund is held with complementary exposure to GuidePath Growth Allocation, Tactical Allocation and Absolute Return.

GPS Select

For GPS Select, AssetMark will provide investment allocations across Investment Approaches based on investment objectives, market outlook, risk profile and other preferences. Additionally, AssetMark will select the mix of Portfolio Strategists and Investment Managers, including AAM Solutions and Proprietary Funds. AAM starts with a baseline allocation across Investment Strategies; however, these allocations will tilt over time based on their view of the risk environment.

GPS Select will invest in Strategies which include investments in both mutual funds and ETFs. Mutual fund share class is selected on a fund by fund basis and seeks to utilize institutional share classes. Some mutual funds have both institutional share classes, which do not charge fund shareholders 12b-1 fees but which typically do

This must remain with the Client

charge fund shareholders for shareholder servicing or sub-transfer agent fees, and retail share classes, which charge fund shareholders 12b-1 fees as well as shareholder servicing fees or sub-transfer agent fees. AssetMark will seek to use institutional classes where these share classes are available. AssetMark has determined that for most Clients, transaction fee mutual funds and share classes would be more expensive than non-transaction fee mutual funds and share classes. The Platform Fee for these solutions is used to pay for the administration and servicing of the Accounts that AssetMark performs. In striving for consistency across all custodial options on the Platform in GPS Select, AssetMark will seek to select the lowest cost share class available across Custodians and that aligns the stated program Account minimum and allocation weighting of funds held with the fund's prospectus requirements. Due to specific custodial or mutual fund company constraints, the institutional share class is not always consistently available. In those cases, AssetMark will seek to invest Clients in the lowest cost share class that is commonly available across Custodians. The institutional share class is typically lower, however, in some cases, the lowest share class can be the retail share class. See *Servicing Fees Received by Custodians, Including AssetMark Trust Company and Share Class Use in Item 4, Service, Fees and Compensation*.

With the assistance of the Financial Advisor, Clients can select from the following GPS Select products:

- *Select Wealth Preservation*. Strategy seeks to preserve capital while keeping up with inflation and is allocated with a blended mix to selected Strategist portfolios across Investment Strategies. This Strategy is designed for wealth preservation and protection from inflation.
- *Select Accumulation*. Strategies seek growth of capital and are allocated with a blended mix to selected Strategist portfolios Investment Strategies.
- *Select Distribution*. Strategies seek a blend of income and growth of capital and are allocated with a blended mix to selected Strategist portfolios Investment Strategies. Strategist selection will be focused toward Strategists managing to a multi-asset income mandate or where income is a large component of the Strategy. This Strategy is also designed to provide an enhanced level of income and to control portfolio volatility.

Focused GPS Select are based primarily on the Client's risk profile and desire for focused exposure to one or more Investment Strategies used to complement other Solution Types selected for the Client Portfolio.

- *Select Low Volatility*. Strategy seeks to provide a low correlation to equities with low volatility experience and is allocated with a blended mix to selected Strategist portfolios mainly emphasizing bonds. This focused investment Strategy targets low volatility with a low level of return.
- *Select Tactical*. Strategies seek to provide flexible exposure to the equity market alongside flexible bond exposures and are allocated with a blended mix to selected Strategist portfolios across mainly defensive equity and bond Investment Strategies. This focused investment Strategy seeks to limit participation in extreme market downturns while generally participating in normal markets. Higher risk profiles will hold higher exposure to Tactical Strategies while lower risk profiles will hold higher exposures to Diversifying Strategies.
- *Select Multi-Asset Income*. Strategies seek to provide a blend of income and growth, and are allocated with a blended mix to selected Strategist portfolios across Investment Strategies. This focused investment Strategy seeks to provide an enhanced level of income across changing markets.

AssetMark manages GPS Select using limited discretionary authority. While AssetMark will exercise limited discretion on the Portfolio asset allocation within portfolio investment sleeves, AssetMark relies upon the third-party Strategists to conduct individual security selection. As discussed above AssetMark will seek to utilize the lowest cost mutual fund share class for Accounts in the GPS Select Solutions, however, because of limitations on the securities available at the Platform Custodians, there will be circumstances where AssetMark is not able to obtain the lowest cost mutual fund share class available, and will have exercised "discretion" in selecting an alternative share class.

Refer to Exhibit C at the back of this Disclosure Brochure for more information.

GPS Select Access

For GPS Select Access, AssetMark will provide investment allocations across Investment Approaches based on investment objectives, market outlook, risk profile and other preferences. Additionally, AssetMark will select the mix of Portfolio Strategists and Investment Managers, including AAM Solutions and Proprietary Funds. AAM starts with a baseline allocation across Investment Strategies; however, these allocations will tilt over time based on their view of the risk environment.

GPS Select Access will invest in Strategies which include investments in both mutual funds, ETFs and Private Markets Funds. Mutual fund and interval fund share classes are selected on a fund by fund basis and seeks to utilize institutional share classes. Some mutual funds and interval funds have both institutional share classes, which do not charge fund shareholders 12b-1 fees but which typically do charge fund shareholders for shareholder servicing or sub-transfer agent fees, and retail share classes, which charge fund shareholders 12b-1 fees as well as shareholder servicing fees or sub-transfer agent fees. AssetMark will seek to use institutional classes where these share classes are available. AssetMark has determined that for most Clients, transaction fee mutual funds and share classes would be more expensive than non-transaction fee mutual funds and share classes. The Platform Fee for these solutions is used to pay for the administration and servicing of the Accounts that AssetMark performs. In striving for consistency across all custodial options on the Platform in GPS Select Access, AssetMark will seek to select the lowest cost share class available across Custodians and that aligns the stated program Account minimum and allocation weighting of funds held with the fund's prospectus requirements. Due to specific custodial or fund company constraints, the institutional share class is not always consistently available. In those cases, AssetMark will seek to invest Clients in the lowest cost share class that is commonly available across Custodians. The institutional share class is typically lower, however, in some cases, the lowest share class can be the retail share class. See *Servicing Fees Received by Custodians, including AssetMark Trust Company and Share Class Use in Item 4, Service, Fees and Compensation*.

With the assistance of the Financial Advisor, Clients can select from the following GPS Select Access products:

- *Select Preservation Access*. Strategy seeks to preserve capital while keeping up with inflation and is allocated with a blended mix to selected Strategist portfolios across Investment Strategies. This Strategy is designed for wealth preservation and protection from inflation.
- *Select Growth Access*. Strategies seek growth of capital and are allocated with a blended mix to selected Strategist portfolios Investment Strategies.

- *Select Income Access.* Strategies seek a blend of income and growth of capital and are allocated with a blended mix to selected Strategist portfolios across Investment Strategies. Strategist selection will be focused toward Strategists managing to a multi-asset income mandate or where income is a large component of the Strategy. This Strategy is also designed to provide an enhanced level of income and to control portfolio volatility.

AssetMark manages GPS Select Access using limited discretionary authority. While AssetMark will exercise limited discretion on the Portfolio asset allocation within portfolio investment sleeves, AssetMark relies upon the third-party Strategists to conduct individual security selection. As discussed above AssetMark will seek to utilize the lowest cost mutual fund share class for Accounts in the GPS Select Access Solutions, however, because of limitations on the securities available at the Platform Custodians, there will be circumstances where AssetMark is not able to obtain the lowest cost mutual fund share class available, and will have exercised “discretion” in selecting an alternative share class.

Refer to Exhibit C at the back of this Disclosure Brochure for more information. Please also see the Private Markets Portfolios section for special considerations when investing in private assets

MUTUAL FUND SOLUTION TYPES

Market Blend Mutual Fund Strategies

Market Blend Strategies use Proprietary Funds, and in Market Blend Strategies, AssetMark provides the following strategic asset allocation Strategies. With the assistance of the Financial Advisor, Clients can select from the following Market Blend Mutual Fund Strategies:

- Global GuideMark Market Blend
- US GuideMark Market Blend

These Strategies will provide a strategic asset allocation across seven to ten core asset classes in an effort to capture broad capital market returns while seeking to balance the pursuit of maximum total return against the control of risk in the portfolio. The Global model will take global exposures while the US model will take domestic exposures. Asset class exposures are reviewed on an ongoing basis for drift against volatility-based targets and relative to the updated model based on new data being available. Where the drift exceeds pre-set criteria, the Account will be rebalanced or reallocated to the revised allocations. The investment vehicles used to implement the Strategy are the proprietary GuideMark Funds that provide exposure to each of the asset classes. AAM manages the Market Blend Strategies and the underlying Proprietary Funds, but the Client, with the advice of the Financial Advisor, chooses whether to invest, or remain invested, in the Market Blend Strategies. AAM does not advise the Client whether to invest, or to remain invested, in the Market Blend Strategies.

It is important to note that Client Accounts invested in Market Blend Mutual Fund Strategies will receive allocations, determined by AAM, among the GuideMark Funds. AssetMark will receive advisory fees from the mutual funds in which these Accounts invest. The mutual fund advisory fees differ between funds and the total fund advisory fees collected by AssetMark will vary depending upon the profile selected by the Client and the fund allocation within each profile. If a Client, as advised by the Financial Advisor, selects a Market Blend Mutual Fund Solution, the Client authorizes and instructs that the Account be invested pursuant to the selected profile, acknowledges that the fund advisory fees collected by AssetMark will vary, and approve of the fund advisory fee payments to AssetMark, within the

ranges provided in Exhibit C. The Client will be given notice if these ranges or funds change and it results in a higher average weighted fee earned. Unless the Client or Financial Advisor gives notice to AAM, Client consents to these changes. See Exhibit C for more information.

AssetMark Asset Builder

AAM provides strategic asset allocation services utilizing mutual funds. Client asset allocations are dependent on the stated risk parameters and investment objectives of the Client. Assets are managed on a discretionary basis. Clients can transfer existing investments to fund the Account; however, all transferred assets will be liquidated and invested to the appropriate asset allocation without regard to any taxable gains or losses that can result. Periodic Account reviews will include Account rebalancing. Rebalancing can be performed without consideration for any realized taxable gains or losses that result. Clients can place reasonable restrictions on Accounts.

AssetMark Income Builder

Income Builder is an asset allocation strategy designed to provide a higher level of current yield in comparison to traditionally asset allocated portfolios with a similar risk profile. Income Builder will allocate the portfolio across a variety of fixed income and equity investments: traditional fixed income, high yield fixed income, income and growth and traditional equities. While Income Builder is designed to provide a higher current yield, a higher yield is not guaranteed.

AssetMark Socially and Faith Based Screened Portfolios (Values Based Portfolios)

At a Client’s request, AAM will offer portfolios managed for various social or faith based considerations (“Personal Values Portfolios”). Such portfolios can be offered under the Asset Builder and the AssetMark Custom High Net Worth strategies. Personal Values Portfolio allocations are typically constructed from mutual funds, but can also include Separately Managed Accounts, individual securities, closed-end funds and exchange traded funds. Mutual funds utilized in Personal Values Portfolios are selected from a more limited menu of mutual funds than “traditional” allocations. As a result, and though not expected, risk characteristics and performance returns of Personal Value Portfolios could vary significantly from our traditional Portfolios. Personal Values Portfolios can also be limited to certain investment types and securities and therefore, may not be fully diversified. You may wish to discuss these limitations with your Financial Advisor. Minimum Account sizes for applicable service levels apply and are subject to negotiation.

ETF SOLUTION TYPES

Market Blend ETF Strategies

With the assistance of the Financial Advisor, Clients can select from the following Market Blend ETF Strategies:

- *Global Market Blend Strategies.* These Strategies will provide a global strategic asset allocation across core asset classes in an effort to capture broad capital market returns while seeking to balance the pursuit of maximum total return against the control of risk in the Portfolio. Asset class exposures are reviewed on an ongoing basis for drift against volatility-based targets and relative to the updated model based on new data being available. Where the drift exceeds pre-set criteria, the Account will be rebalanced or reallocated to the revised allocations. On at least an annual basis the asset class exposures are reviewed for reallocation of the Strategy. The investment vehicles used to implement the Strategy are ETFs that are representative of the cap-weighted indices for each of the asset classes and lower cost.

- *US Market Blend Strategies.* These Strategies will provide a domestic strategic asset allocation across core asset classes in an effort to capture broad capital market returns while seeking to balance the pursuit of maximum total return against the control of risk in the Portfolio. Asset class exposures are reviewed on an ongoing basis for drift against volatility-based targets and relative to the updated model based on new data being available. Where the drift exceeds pre-set criteria, the Account will be rebalanced or reallocated to the revised allocations. On at least an annual basis the asset class exposures are reviewed for reallocation of the Strategy. The investment vehicles used to implement the Strategy are ETFs that are representative of the cap-weighted indices for each of the asset classes and lower cost.

MUTUAL FUND AND ETF BLEND SOLUTION TYPES

WealthBuilder Strategies

For WealthBuilder Strategies, AAM will provide strategic investment allocations across Investment Strategies based on investment objectives, market outlook, risk profile and other preferences to provide seeking to grow their capital. AAM combines a Core Market globally focused Core portfolio of ETFs with complementary third-party mutual funds that represent other Investment Strategies. The Strategy will also be comprised of a 2% allocation to cash. For more information regarding the cash allocation, refer to the ICD Program section under Other Financial Industry Activities and Affiliations and Affiliate Conflicts of Interest. The goal of the portfolio is to manage risk efficiently through diversification of Strategy. The Core Market portfolio will provide a strategic asset allocation across seven to ten core asset classes in an effort to capture broad capital market returns while seeking to balance the pursuit of maximum total return against the control of risk in the portfolio. The portfolio is globally diversified with asset class exposures reviewed on a quarterly basis for drift against volatility-based targets. Where the drift exceeds pre-set criteria, the Account will be rebalanced. The mutual funds complement the Core Market portfolio and are selected based upon their representation of the approach. Each Fund undergoes deep due diligence before being used within the Strategy, and institutional shares are used. On an annual basis, the portfolio's exposures are reviewed for reallocation of the Strategy.

SAVOS SOLUTION TYPES

- Savos Preservation Strategy
- Savos GMS Accounts
- Savos PMP Accounts
- Savos US Risk Controlled Strategy
- Custom Accounts
 - Savos Personal Portfolios
 - Savos Personal Portfolios Access
 - Savos Fixed Income Strategies
- AssetMark Custom High Net Worth

Savos Preservation Strategy

For the - Savos Preservation Strategy, AAM provides discretionary investment management services to the Account, and the Client grants AAM the authority to buy and sell securities and investments for the Account, to vote proxies for securities held by the Account and such other authorities appropriate for a discretionary manager of an investment account.

In the Savos Preservation Strategy, the Client and their Financial Advisor need not make further selections to specify the Strategy for the

Account. The Savos Preservation Strategy considered to be Risk/Return Profile 1 as a bond Investment Strategy.

The primary investment objective of the Savos Preservation Strategy is to generate a positive real (after-inflation) return over each 12 month period. A secondary objective is to limit the strategy's sensitivity to changes in interest rates. Intra-year volatility and performance will vary and are independent of the Strategy's primary investment objective. There is no guarantee that the Strategy's primary and secondary investment objective will be met in all market conditions. The Account will be invested primarily in mutual funds and ETFs.

This Strategy is permitted to invest in, among other things, "opportunistic" or "specialized" asset categories, which can include real estate, commodities, precious metals, energy and other less traditional asset classes, with no geographic restrictions.

Additionally, AAM is permitted to use one or more Proprietary Funds within the Strategy. The Strategy for each Proprietary Fund is described in more detail in the Proprietary Funds' prospectus. All Proprietary Funds utilized are registered investment companies for which AssetMark serves as investment adviser.

Savos GMS, PMP, US Risk Controlled and Savos Personal Portfolios

AAM manages UMAs and is also referred to as Discretionary Manager providing discretionary investment management services. AAM selects securities directly for Client Accounts.

IMA Accounts are permitted to hold investments selected by AAM, and these investments can include, but are not limited to, some or all of the following types of securities: ETFs; equities, closed-end mutual funds; open-end mutual funds; preferred stocks; Treasury bonds, bills and notes; and bank notes. The asset allocation decisions, and security selection decisions will be made solely by AAM at its discretion.

For IMA Accounts, AAM employs comprehensive analysis, including specific mathematical, technical and/or fundamental tools and risk-control criteria in the management of Client Accounts. The focus of AAM as Discretionary Manager is to add value to each Client's Account through: (i) the strategic and tactical determination and implementation of asset allocation levels; (ii) the selection of securities with investment characteristics which AAM believes are appealing; and (iii) the formation of portfolios with risk management options to match the portfolio to the Client's chosen level of risk tolerance.

For GMS and PMP accounts, a risk management strategy is implemented through the use of fixed income strategies. Portfolio allocations for these risk management strategies will vary based on individual Client objectives within target allocations established and monitored by AAM.

GMS & PMP Accounts

Clients who select the GMS or PMP Account as their Solution Type must deposit at least \$25,000 into their Account, and if multiple deposits are made into such an Account, the Account will not be invested and will not be considered a "Discretionary Account" until the Account balance reaches the required minimum \$25,000. A Client's Account will be held by the Platform Custodian in cash or in any assets transferred in-kind until such time as the value of the deposits to the Account reaches the required \$25,000 minimum for investment. AAM reserves the right, in its sole judgment, to accept certain investments below the standard minimum.

In a GMS or PMP Account, the Client authorizes AAM to provide discretionary investment management services to the Account.

This must remain with the Client

The Client grants AAM the authority to buy and sell securities and investments for the Account, to vote proxies for securities held by the Account and the other authorities appropriate for a discretionary manager of an investment account. AAM is permitted to invest the Account in individual securities, pooled investment vehicles, such as mutual funds or ETFs or in other securities or investments.

Additionally, AAM is permitted to use one or more Proprietary Funds within the Strategy. The Strategy for each Proprietary Fund is described in more detail in the prospectus for the fund. All Proprietary Funds are registered investment companies for which AssetMark serves as investment adviser.

AAM will adjust the holdings in a GMS or PMP Account on an ongoing basis. In some instances, AAM will sell or readjust GMS or PMP Account holdings to take advantage of certain opportunities to reduce taxes for the Client.

Additionally, Clients should be aware that a reasonable amount of time will be needed to purchase, redeem and/or transfer assets during the annual adjustment period, and AssetMark will not be held liable for losses due to market value fluctuations during the time taken for these transactions. Such transactions can take three or more business days.

The GMS or PMP Account is a Core Investment Strategy allocating across equities and fixed income. The type of fixed income used will vary depending on the risk profile selected. There are two main investment mandates that a client can choose between:

- *High Dividend* – The account will primarily be allocated to U.S. stocks and tilted towards dividend paying securities which can include significant allocations to real estate and high dividend paying stocks.
- *Global* – The account will be allocated to U.S. and international securities (including emerging markets).

With the assistance of the Client's Financial Advisor, the Client selects a Risk/Return Profile for the GMS or PMP Account. Only Profiles numbered two (2) through six (6) that is Moderate, Moderate Growth, Growth and Maximum Growth are available.

US Risk Controlled Strategy

Clients who select the US Risk Controlled Strategy as their Solution Type must deposit at least \$25,000 into their account, and if multiple deposits are made into such an Account, the Account will not be invested and will not be considered a "Discretionary Account" until the Account balance reaches the required minimum \$25,000. Discretionary authority includes the authority, without first consulting with the Client to buy, sell, remove and replace securities and to determine the allocations to each investment, select broker-dealers, vote proxies, and take any and all other actions on the Client's behalf that AAM determines is customary or appropriate for a discretionary investment adviser to perform.

A Client's Account will be held by Custodian in cash or in any assets transferred in-kind until such time as the value of the deposits to the Account reaches the required \$25,000 minimum for investment. AAM reserves the right, in its sole judgment, to accept certain investments below the standard minimum.

In the US Risk Controlled Strategy, the Client authorizes AAM to provide discretionary investment management services to the Account. The Client grants AAM the authority to buy and sell securities and investments for the Account, to vote proxies for securities held by the Account and other discretionary authorities.

AAM retains the right to allocate across asset classes, which will include such recommended securities, in its own discretion. AAM invests the Account in individual securities and ETFs.

The US Risk Controlled Strategy adjusts equity exposure, seeking to limit losses in extreme market declines while participating in equity market returns most of the time. AAM will adjust the holdings in the US Risk Controlled Strategy based on a proprietary indicator. AAM will sell or readjust holdings where appropriate based on the indicator. During periods of heightened market volatility, AAM will have the ability to adjust the holdings to a non-equity alternative. During periods of low market volatility, AAM will have the ability to adjust the holdings to use a leveraged investment to obtain additional market exposure.

Additionally, Clients should be aware that a reasonable amount of time will be needed to purchase, redeem and/or transfer assets during the adjustment period, and AssetMark will not be held liable for losses due to market value fluctuations during the time taken for these transactions. Such transactions can take three or more business days.

The US Risk Controlled Strategy is a defensive U.S. equity solution (Tactical Limit Loss) and is offered in a single risk profile. Profile six (6), Maximum Growth.

Custom and Advisor - Custom Accounts

The Client, with the assistance of the Financial Advisor, can request that AAM deviate from standard allocations for the selected GMS or PMP Strategy. Such an Account is considered a Custom GMS or PMP Strategy. The Custom GMS and PMP Strategy can be customized (1) based on a tax-managed transition plan, (2) due to a request to reduce net capital gains on an ongoing basis, or (3) due to a request for other customization.

If the Client requests a tax-managed transition, AAM will take commercially reasonable efforts to limit the immediate realization of net gains related to securities transferred in-kind. Clients can also ask that certain securities not be purchased for their Custom account. Clients can request the implementation of socially responsible screens, of Global Industry Classification Standard ("GICS") codes or social themes, or the exclusion of specific securities by CUSIP. Requests for restrictions are reviewed by AssetMark to ensure that they are reasonable and will not unduly impair AssetMark's ability to pursue the Strategy selected by the Client. Clients can also request a Custom Account consistent with a proposal or product sheet provided by AAM for the Account. Contact your AssetMark consultant for more information.

Additionally, the Client, can choose to participate in a program in which their Financial Advisor, in consultation with AAM, can request further customization for their Client's Account ("Advisor – Custom Accounts" or "ACA"). The Financial Advisory Firm will be solely responsible for determining the additional customization and the suitability for the Client. AAM, in its discretion, will determine the implementation of the ACA. The Financial Advisory Firm will be solely responsible for determining the additional customization. The Financial Advisory Firm can request that AAM recommend to the Financial Advisory Firm asset allocations or investment selections for the ACA, but AAM does not provide any individualized investment advice to ACA. The asset allocation classification of the custom models developed by the Financial Advisory Firm may not be consistent with the Investment Approaches or Risk Return Profiles described in this Disclosure Brochure for the GMS or PMP Accounts described below. The GMS or PMP Platform Fee schedules will be charged to the Client Account, unless otherwise negotiated between the Financial Advisory Firm and AAM.

This must remain with the Client

Savos Personal Portfolios

Clients who select the Savos Personal Portfolios must deposit at least \$150,000 into their Account, and if multiple deposits are made into such an Account, the Account will not be invested and will not be considered a "Discretionary Account" until the Account balance reaches the required minimum \$150,000. A Client's Account will be held by Custodian in cash or in any assets transferred in-kind until such time as the value of the deposits to the Account reaches the required \$150,000 minimum for investment. AAM reserves the right, in its sole judgment, to accept certain investments below the standard minimum.

In Savos Personal Portfolios, the Client authorizes AAM to provide discretionary investment management services to the Account. The Client grants AAM the authority to buy and sell securities and investments for the Account, to vote proxies for securities held by the Account and other discretionary authorities. AAM retains the right to allocate across asset classes, which will include such recommended securities, in its own discretion. AAM invests the Account in individual securities, mutual funds and ETFs.

Savos Personal Portfolios is a Core Investment Strategy Invested in a mix of traditional asset classes, mainly equities and fixed income, and a tactical Strategy. Savos Personal Portfolios seeks to provide total return through the combination of multiple asset classes predominantly in equity and fixed income. The tactical sleeve adjusts equity exposure, seeking to limit losses in extreme market declines while participating in equity market returns most of the time. The fixed income holdings will include a combination of ETFs and/or mutual funds selected to maximize the yield of the fixed income sleeve while managing to pre-defined risk limits. The Strategies with TMS will offer personalized tax-managed transition in the Account and will also offer tax-loss harvesting to Clients.

There are two main investment mandates a client can choose between:

- *Growth and Growth with TMS* - The Strategy focuses on growth whereby equity exposure is taken across U.S. and international equity market securities (including emerging markets), targeting stocks selected to maximize exposure to equity style factors such as value, momentum, and quality.
- *Dividend and Dividend with TMS* - The Strategy focuses on growth and income whereby equity exposure targets stocks that exhibit positive exposure to equity style factors including dividend yield.

The Savos Personal Portfolios follow the Core Markets Investment Approach. Profiles numbered three (3) through six (6), are available for the Savos Personal Portfolios, and can be customized through the Tax Management Service settings.

Savos Personal Portfolios - Custom

A Savos Personal Portfolio - Custom Account can be customized within a specific range across equity, fixed-income, tactical allocations, and private markets funds. The Client, with the assistance of their Financial Advisor, can select from various Savos Strategies. In doing so, and by selecting within the range of pre-determined allocations, a Savos Personal Portfolios - Custom Account will be established. Each equity, fixed-income and tactical allocation is referred to as a "sleeve" allocation.

AAM will make available the specific range of pre-determined allocations, which range will be updated from time to time. The number of sleeves selected can vary from a minimum of one to a maximum of nine sleeve selections, to comprise the entire Savos Personal

Portfolios - Custom Account. There is an investment minimum of \$20,000 in the equity and tactical sleeve, and \$10,000 for the fixed-income sleeve.

The Custom Savos Personal Portfolio Strategy can be customized based on a tax-managed transition plan.

The Financial Advisory Firm and the Financial Advisor will be solely responsible for determining the Risk Return profile, additional customization and the suitability for the Client Account. AAM, in its discretion, will determine the implementation of the AAM Personal Portfolio - Custom. AAM does not provide any individualized investment advice to Savos Personal Portfolios - Custom. The asset allocation classification of the custom models developed by the Financial Advisory Firm may not be consistent with the Investment Approaches or Risk Return Profiles described in this Disclosure Brochure.

Profiles numbered one (1) through six (6), are available for the Savos Personal Portfolios Custom Account.

Savos Personal Portfolios Access

Clients who select the Savos Personal Portfolios Access must deposit at least \$250,000 into their Account, and if multiple deposits are made into such an Account, the Account will not be invested and will not be considered a "Discretionary Account" until the Account balance reaches the required minimum \$250,000. A Client's Account will be held by Custodian in cash or in any assets transferred in-kind until such time as the value of the deposits to the Account reaches the required \$250,000 minimum for investment. AAM reserves the right, in its sole judgment, to accept certain investments below the standard minimum.

In Savos Personal Portfolios, the Client authorizes AAM to provide discretionary investment management services to the Account. The Client grants AAM the authority to buy and sell securities and investments for the Account, to vote proxies for securities held by the Account and other discretionary authorities. AAM retains the right to allocate across asset classes, which will include such recommended securities, in its own discretion. AAM invests the Account in individual securities, mutual funds, ETFs, and Private Markets Funds.

Savos Personal Portfolios Access is a Core Investment Strategy invested in a mix of asset classes, consisting of equities, fixed income, tactical strategy, and private assets. Savos Personal Portfolios Access seeks to provide total return through the combination of multiple asset classes predominantly in equity and fixed income. The tactical sleeve adjusts equity exposure, seeking to limit losses in extreme market declines while participating in equity market returns most of the time. The fixed income holdings will include a combination of ETFs and/or mutual funds selected to maximize the yield of the fixed income sleeve while managing to pre-defined risk limits. The private assets holdings consist of interval or tender offer funds ("Private Markets Funds") that can provide exposure to private credit, private real estate, private equity, and private infrastructure. The Strategies with TMS will offer personalized tax-managed transition in the Account and will also offer tax-loss harvesting to Clients.

The Savos Personal Portfolios Access follow the Core Markets Investment Approach. Profiles numbered one (1) through six (6), are available for the Savos Personal Portfolios Access, and can be customized through the Tax Management Service settings.

Refer to Exhibit C at the back of this Disclosure Brochure for more information. Please also see the Private Markets Portfolios section for special considerations when investing in private assets.

AssetMark Custom High Net Worth

The AssetMark Custom High Net Worth service is available through AAM. The minimum Account size for this Account is \$500,000. AAM uses a number of the Strategies and advisory services in providing discretionary investment management services to the Custom High Net Worth Account. AAM can invest the Account in direct securities, pooled investment vehicles, such as open-end mutual funds, closed end investment companies, including ETFs, or in other securities or investments. AAM retains the right to allocate across asset classes, in its own discretion. Portions of the Account will also be managed by third-party model providers that AAM selects, retains and replaces in its discretion. For the fixed income portion of the Custom High Net Worth Account, AAM will use pooled vehicles or have a third-party Discretionary Manager manage with discretion that portion of the Client's Account. AAM will remove, add or replace the third-party Discretionary Manager in its discretion. The Client grants AAM the authority to buy and sell securities for the Account and to vote proxies for securities held by the Account. When a third-party Discretionary Manager is used, the Client grants that third-party Discretionary Manager the authority to buy and sell securities and investments and to vote proxies for securities held in that portion of the Account it manages.

Clients in the AssetMark Custom High Net Worth service have the option to place restrictions against investments in specific securities or types of securities for their Account that are reasonable in light of the advisory services being provided. Requests for such restrictions are reviewed by AAM to ensure that they are reasonable and will not unduly impair AAM's ability to pursue the Account's investment objective. As may be limited by the Custodian's policies and procedures, Clients can also pledge the securities in their Account or withdraw securities from their Account (transfer in-kind to another Account or Custodian), but must do so by giving instructions in writing to the Custodian.

Savos Fixed Income Strategies

For Savos Fixed Income Accounts, AAM acts as Investment Manager for Client Accounts. The available Mandates for the Savos Fixed Income Accounts are as follows:

- *Laddered Bond Mandates.* These Strategies invest the Account in either U.S. Treasury, U.S. Agency or U.S. Treasury Inflation Protected bonds, with an intermediate or short duration, typically on a buy and hold basis.
- *Municipal, Duration-based and the High Income Mandates.* These standard Strategies invest the Account in closed-end funds, ETFs or mutual funds to obtain relevant exposure specific to desired asset categories.
- *Advisor - Custom Accounts.* The Client can choose to participate in a program in which their Financial Advisor, in consultation with AAM, can request further customization for their Client's Account ("Advisor - Custom Accounts" or "ACA"). The Financial Advisory Firm will be solely responsible for determining the additional customization and the suitability for the Client. AAM, in its discretion, will determine the implementation of the ACA. The Financial Advisory Firm can request that AAM recommend to the Financial Advisory Firm asset allocations or investment selections for the ACA, but AAM does not provide any individualized investment advice to ACA. The asset allocation classification of the custom models developed by the Financial Advisory Firm may not be consistent with the Investment Approaches or Risk Return Profiles described in this Disclosure Brochure for the Fixed Income strategies described above, and the AAM Fixed Income Platform Fee schedule will be charged to the Client Account, unless otherwise negotiated between the Financial Advisory Firm and AAM.

SAVOS DYNAMIC HEDGING FEATURE

The Dynamic Hedging feature is offered within certain Solution Types managed by AAM. The primary investment objective of the Dynamic Hedging feature is to mitigate losses resulting from a severe and sustained decline in the broad-based equity markets. AAM will implement the Dynamic Hedging feature by investing in any number of hedging, fixed income or other protective investment vehicles.

Investment Objective

The goal of the Dynamic Hedging feature is to participate in the growth of equity markets while also providing risk management protection during periods of sustained and severe equity market decline. The Dynamic Hedging feature seeks to allow investors to stay invested for the long term by partially offsetting extreme declines in the equity markets while also seeking to provide positive total returns in rising markets.

Risks

No Guarantee; Expressed or Implied

The phrase "risk management protection" or simply "protection" should in no way be regarded as a guarantee against losses or even the mitigation of losses. Similarly, the word "participation" should in no way imply positive gains during periods of rising equity markets. The primary goal of the Dynamic Hedging feature is to provide some degree of mitigation of losses during sustained and severe declines in the broad-based equity markets, (and participation in gains during rising markets), but this is not a guarantee. AAM may or may not be successful in achieving the investment objective in any individual calendar year.

The Dynamic Hedging feature should not be expected to mitigate losses occurring over short periods of time, nor should the Dynamic Hedging feature be expected to mitigate losses occurring from market declines that are relatively small or minor.

Limiting Circumstances for Participation in Upside Equity Market Movements

Another goal of Dynamic Hedging is to allow growth in the equity portion of a Client's Account to increase the value of the overall Account. This is the "participation" portion of Savos' "participation and protection" objective. Clients who elect Dynamic Hedging should know that the "cost" of the protection is likely to reduce returns when equity markets are increasing in value.

This drag would generally result because (i) the hedging vehicles used by AAM to implement the Dynamic Hedging feature moves inversely to equity markets, and (ii) the cost of the hedging vehicles used in the Dynamic Hedging feature are more likely to increase in declining equity market conditions. As a result, the level of participation and protection of a Client's Account will vary depending upon market environment and the specific path of market returns. Dynamic Hedging can fall while the overall equity market is rising in certain time intervals, and will fall more than the overall equity markets in certain intervals.

ASSETMARK GUIDED INCOME SOLUTIONSSM

The Guided Income Solutions are designed to provide Clients with a regular income stream from their investment Account based on the Client's objectives and specified criteria. In this program, the Financial Advisor provides the Client criteria, such as desired income and frequency. Based on these responses, a Guided Income Solutions

This must remain with the Client

portfolio and portfolio risk profile, seeking to generate the targeted level of distributions, will be suggested for the Client. The Financial Advisor can accept that portfolio or amend the Client criteria based on the Client objectives, risk tolerance or other factors before making a final Guided Income Solution portfolio election. Each risk profile is linked to the portfolio's remaining life. A portfolio that is within 10 years of its end date is deemed to be Profile 1, a portfolio that has more than 10 years but less than 20 years until its end date is deemed to be Profile 2, and a portfolio that has more than 20 years until its end date is deemed to be Profile 3. The portfolio will be broadly diversified and seeks to meet the portfolio's stated investment time horizon; however, there is no assurance that the time horizon can be met. On an annual basis, the portfolios will be reviewed and the portfolio risk profiles will be adjusted to reflect the remaining life of the portfolio.

The Guided Income Solutions advisory service will primarily invest in three GuidePath Funds. GuidePath Funds do not charge a 12b-1 fee. There is no Platform Fee for the Guided Income Solutions. See Servicing Fees Received by Custodians, including AssetMark Trust Company and Share Class Use in Fees and Compensation section, and the Fees & Minimum table at the back of this Disclosure Brochure. Each GuidePath Fund is managed to a stated investment objective as outlined in the Fund prospectus. Please refer to the Fund prospectus for more information, including any fees.

For each Guided Income Solutions portfolio, AssetMark will allocate assets across three "buckets" whereby each bucket will be invested in a specific GuidePath Fund. The allocation across the buckets shift in conjunction with changes in the remaining time horizon, long-term market conditions, or other factors as deemed appropriated by AssetMark.

For Accounts established at Custodian AssetMark Trust, the Financial Advisor can also elect to have the Client's regular income stream adjusted for inflation. For the inflation adjusted models, on an annual basis, AssetMark will adjust the expected income distribution to reflect any increase in the U.S. rate of inflation. The inflation adjustment will begin at the beginning in the year following the Client's participation in the Guided Income Solution Strategy. The annual adjustment will be based on AssetMark's long-term inflation projection.

Clients invested in the Guided Income Solutions should understand that their regular income stream can include principal and the principal balance of the Account can be depleted prior to the portfolio's target end-date and therefore, distributions can end earlier than expected. Income distributions refers to cash distributions of earnings and/or principal.

ASSETMARK DIRECT INDEXING

AssetMark Direct indexing is a personalized individual stock portfolio that is managed to track an underlying index. Direct indexing employs quantitative portfolio optimization to construct individual stock portfolios that balance client personalization selections with minimizing index tracking error. The client portfolio may own fewer holdings than the index while incorporating client preferences, account size, and the standard 2% cash allocation. Users may customize their Direct Indexing accounts with cash, security, and sector restrictions, and for taxable registrations, personalized tax rates, tax sensitivity, and gains budgets. Taxable registrations include TMS automatically, with no additional fee. The minimum investment varies depending on the strategy selected and ranges from \$75,000 to \$150,000. The Platform Fee schedules and fee rates for the various Investment Solutions are listed in the Fees & Investment Minimums table located at the end of this Disclosure Brochure. The Fees & Investment Minimums will be updated from time to time, to include the addition of new products and

services, to remove any terminated strategies, or to make updates. Information regarding the Fees & Investment Minimums will also be posted at www.assetmark.com/info/disclosure, and you should consult this site for the most up-to-date information about the Fees & Investment Minimums. Generally, you will also receive notification in advance if there is a fee increase. That notification may direct you to your Financial Advisor or to the web address listed above for specific information on the change.

ASSETMARK PRIVATE MARKETS STRATEGIES

AssetMark's private markets strategies provide exposure to multiple classes of private assets and are designed as a complementary component of an objective-oriented portfolio. Incorporating private assets into a multi-asset traditional portfolio seeks to enhance risk-adjusted return and cater to specific investor objectives such as growth, income generation, and capital preservation. Solutions include exposure to private markets, leveraging semi-liquid funds that provide defined and limited windows of liquidity. The private assets holdings consist of interval or tender offer funds that can provide exposure to private credit, private real estate, private equity, and private infrastructure.

There are three main investment mandates a client can choose from:

- *AssetMark Private Markets Strategy* – Growth utilizes private assets to provide access to unique investment opportunities to enhance a portfolio that targets long-term growth of capital.
- *AssetMark Private Markets Strategy* – Income targets attractive income by allocating to private asset classes that provide a yield premium to public fixed income and credit markets, potentially benefiting from illiquidity premiums.
- *AssetMark Private Markets Strategy* – Preservation utilizes private assets to mitigate volatility in Portfolios that target long-term capital preservation and potential for growth.

Clients invested in the AssetMark Private Markets Strategies should understand that semi-liquid funds have defined and limited windows of liquidity. These windows range from monthly to annually, but are most commonly held quarterly. During a liquidity window, a designated % of the fund is made available for redemption. If requests for redemptions are greater than the portion of the fund that is made available during that window, redemption requests can be prorated. In the event of sustained large redemption requests on a fund, an investor may only be able to sell a portion of their portfolio each redemption period, and fully exiting the position may take multiple years. Please see the Private Markets Portfolios section for special considerations when investing in private assets.

EXHIBIT C – PROPRIETARY SOLUTIONS - CONFLICTS OF INTEREST DISCLOSURES**MUTUAL FUNDS FEES RETAINED BY ASSETMARK**

The Accounts of Clients who select a GPS Fund Strategy will be invested in mutual funds advised by AssetMark. This creates a conflict because AssetMark receives Management Fees and Administrative Service Fees from these mutual funds, the Management Fees retained by AssetMark can differ and AssetMark will determine the allocations of Account value among these funds. AssetMark addresses this conflict by providing additional information below regarding the maximum fees AssetMark can retain.

The maximum net Management Fee retained by AssetMark from a fund in GPS Fund Strategies is 0.40% of average daily net assets, and the maximum Administrative Service Fee retained by AssetMark is 0.25%. Therefore, the maximum fee that AssetMark can retain from a mutual fund in a GPS Funds Strategies account is 0.65% of average daily net assets.

AssetMark is also compensated by the Platform Fee charged for the GPS Fund Strategies, which is less than that charged for strategies with third party funds and ranges from 0.25% to 0% (depending upon Account assets and Account registration, with the first \$250,000 of Account value always being charged the highest applicable fee). The Platform Fee for the GPS Fund Strategies does not include a charge for advisory (or management) services but pays for custodial, trading, administrative and other services.

In selecting a GPS Fund Strategy, the Client agrees to the receipt by AssetMark of the maximum 0.65% Management Fee plus Administrative Fee (paid by the fund) plus the applicable Platform Fee (charged at the Account level) and that this fee is reasonable compensation to AssetMark.

AssetMark's management of a GPS Fund Strategy can result in internal fund fees to AssetMark lower than the 0.65% authorized by the Client. Listed below are the mutual funds advised by AssetMark in which AssetMark can invest GPS Fund Strategy accounts and the maximum fee that AssetMark can retain from each fund as a percentage of average daily net assets of the mutual funds. If a fund has a sub-advisor, the minimum that AssetMark can pay the sub-advisor is deducted in the amount shown as retained by AssetMark. AssetMark can waive part or all of its management fee, and AssetMark can also recoup previously waived fees and assumed expenses, but these possibilities are not considered in the below-reported maximum retained fees. Some funds invest in shares of other funds; the fees paid these underlying funds are not included in the below-reported fees. The Client should refer to the funds' prospectuses and other shareholder materials for information, including fees, regarding the funds. Additional mutual funds can be added to those that receive allocations. If an added fund results in a fee greater than 0.65% being paid to AssetMark, the Client will be given notice.

MUTUAL FUNDS	MAXIMUM FEES RETAINED BY ASSETMARK
GuidePath Growth Allocation Fund	0.50%
GuidePath Conservative Allocation Fund	0.50%
GuidePath Tactical Allocation Fund	0.60%
GuidePath Absolute Return Fund	0.60%
GuidePath Managed Futures Strategy Fund	0.60%
GuidePath Flexible Income Allocation Fund	0.50%
GuidePath Multi-Asset Income Allocation Fund	0.60%
GuideMark Large Cap Core	0.60%
GuideMark World ex-US Service	0.60%

Since the amount that AssetMark is paid by each mutual fund varies, changes by AssetMark to the allocations of mutual funds in Client Accounts can change what AssetMark receives in fees from the funds. GPS Fund Strategies include strategies with "Accumulation of Wealth," "Distribution of Wealth" and "Focused" investment objectives. AssetMark anticipates making periodic changes to allocations among mutual funds in the Accumulation of Wealth and Distribution of Wealth investment objectives but does not anticipate any material allocation changes for Accounts invested in the Focused investment objectives. Listed below, for each Profile in each Strategy offered in the Accumulation of Wealth and Distribution of Wealth investment objectives is the maximum retained fee and the range of retained fees that AssetMark can receive assuming the possible asset allocations that AssetMark anticipates for that Profile and objective. For the strategies in the Focused investment objectives, only the maximum possible retained fee is listed because AssetMark anticipates that a change, if any, in the allocations will not materially affect the maximum fee. If an allocation change or the addition of a new mutual fund results in a maximum retained fee for a Strategy greater than that listed below, the Client will be given notice. The Maximum Net Revenue for the GuidePath Absolute Return Fund reflects a fee waiver currently in place for the Fund.

GPS FUND STRATEGIES	MAX NET REVENUE	RANGE OF NET REVENUE
GPS ACCUMULATION OF WEALTH		
1	0.59%	0.54% - 0.59%
2	0.59%	0.54% - 0.59%
3	0.58%	0.53% - 0.58%
4	0.57%	0.52% - 0.57%
5	0.58%	0.53% - 0.58%

GPS DISTRIBUTION OF WEALTH

2	0.61%	0.56% - 0.61%
3	0.64%	0.59% - 0.64%
4	0.64%	0.59% - 0.64%

GPS FUND STRATEGIES	MAX NET REVENUE
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GPS ACCUMULATION - NO ALTERNATIVE EXPOSURE

1	0.54%
2	0.54%
3	0.53%
4	0.52%
5	0.53%

GPS DISTRIBUTION, NO ALTERNATIVE EXPOSURE

2	0.57%
3	0.60%
4	0.60%

GPS FOCUSED TACTICAL

2	0.55%
3	0.56%
4	0.58%

GPS FUND STRATEGIES	MAX NET REVENUE
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GPS FOCUSED CORE MARKETS

1	0.50%
2	0.49%
3	0.49%
4	0.49%
5	0.49%

GPS FOCUSED LOW VOLATILITY

1	0.54%
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GPS FOCUSED TACTICAL

5	0.59%
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GPS FOCUSED MULTI-ASSET INCOME

2	0.55%
3	0.59%
4	0.56%

Mutual funds advised by AAM are available only through the AssetMark Platform and are dependent on the continued vitality of the AssetMark Platform for their commercial viability.

GPS SELECT AND GPS SELECT ACCESS*Part of Platform Fee is credited to Account*

AssetMark serves as investment manager for GPS Select and GPS Select Access. AssetMark will allocate account value across investment Strategies, and among Strategists and investment managers within those investment Strategies. Included within these investment options are strategies managed by AAM and the investment options include allocations to mutual funds advised by AAM. AssetMark pays fees to various strategists and investment managers that it allocates account value to but does not pay such fees to third parties when it allocates account value to Strategies it manages. Further, AssetMark receives compensation from mutual funds they advise.

For GPS Select and GPS Select Access, the Platform Fee is 0.95%. In selecting GPS Select and GPS Select Access, the Client agrees to the receipt by AssetMark of this 0.95% fee and that this fee is reasonable compensation to AssetMark. However, an amount of 0.30% is credited back to the Account, resulting in a net Platform Fee of 0.65% for assets invested in GPS Select and GPS Select Access. The purpose of the 0.30% credit is to ensure that, regardless of the allocation decisions made by AAM, the Client will receive a Platform Fee credit that is at least as much as any additional compensation AssetMark might retain due to the allocations that AssetMark is permitted to make pursuant to the GPS Select investment guidelines.

GPS Select Access – AssetMark or its affiliates receive fees from Private Markets Fund Sponsors and AssetMark Trust receives fees from Private Markets Funds

A portion of Client Account assets invested in GPS Select Access will be allocated by AssetMark to Private Markets Funds. AssetMark or its affiliates receive fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. Since the amount that AssetMark or its affiliates are paid by each Private Markets Fund Sponsor may vary, changes by AssetMark to the allocations of Private Markets Funds in Client Accounts can change the amount AssetMark or its affiliates receive in fees from Private Markets Funds Sponsors. The maximum retained fee that AssetMark or its affiliates can receive from Private Markets Funds Sponsors, assuming the possible asset allocations anticipated by AssetMark is 0.075%. If an allocation change or the addition of a new Private Markets Fund or the addition of fees paid to AssetMark or its affiliates for additional services results in a maximum aggregate retained fee from Private Markets Funds Sponsors greater than 0.075%, the Client will be given notice. In the event that a Client makes a withdrawal resulting in Private Markets Funds representing a higher percentage of the Client Account than the target allocation, the maximum retained fee that AssetMark or its affiliates can receive from Private Markets Funds Sponsors may be higher than 0.075%.

Additionally, if AssetMark Trust is chosen as Custodian, AssetMark Trust will be paid administrative service fee payments from Private Markets Funds. The third-party Platform Custodians (Custodians other than AssetMark Trust) also receive administrative service fee payments from Private Markets Funds.

This must remain with the Client

SAVOS PERSONAL PORTFOLIOS ACCESS

AssetMark or its affiliates receive fees from Private Markets Fund Sponsors and AssetMark Trust receives from Private Markets Funds

AssetMark serves as investment manager for Savos Personal Portfolios Access ("SPP Access") and will allocate account value across Investment Strategies including Private Markets Funds strategies. AssetMark will allocate a portion of Client Account assets to Private Markets Funds. AssetMark or its affiliates receive fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. Since the amount that AssetMark or its affiliates is paid by each Private Markets Fund Sponsors may vary, changes by AssetMark to the allocations of Private Markets Funds in Client Accounts can change the amount AssetMark or its affiliates receive in fees from Private Markets Funds Sponsors. The maximum retained fee that AssetMark or its affiliates can receive from Private Markets Funds Sponsors, assuming the possible asset allocations anticipated by AssetMark is 0.075%. If an allocation change or the addition of a new Private Markets Fund Sponsors or the addition of fees paid to AssetMark or its affiliates for additional services results in a maximum aggregate retained fee from Private Markets Funds greater than 0.075%, the Client will be given notice. In the event that a Client makes a withdrawal resulting in Private Markets Funds representing a higher percentage of the Client Account than the target allocation, the maximum retained fee that AssetMark or its affiliates can receive from Private Markets Funds Sponsors may be higher than 0.075%.

Additionally, if AssetMark Trust is chosen as Custodian, AssetMark Trust will be paid administrative service fee payments from Private Markets Funds. The third-party Platform Custodians (Custodians other than AssetMark Trust) also receive administrative service fee payments from Private Markets Funds.

PRIVATE MARKETS STRATEGIES

AssetMark or its affiliates receive fees from Private Markets Fund Sponsors and AssetMark Trust receives fees from Private Markets Funds

AssetMark serves as investment manager for Private Markets Strategies and will allocate account value across Private Markets Funds. AssetMark or its affiliates receive fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. Since the amount that AssetMark or its affiliates is paid by each Private Markets Fund Sponsor may vary, changes by AssetMark to the allocations of Private Markets Funds in Client Accounts can change the amount AssetMark or its affiliates receive in fees from Private Markets Fund Sponsors. The maximum retained fee that AssetMark or its affiliates can receive from Private Markets Fund Sponsors, assuming the possible asset allocations anticipated by AssetMark is 0.25%. If an allocation change or the addition of a new Private Markets Fund or the addition of fees paid to AssetMark or its affiliates for additional services results in a maximum aggregate retained fee from Private Markets Fund Sponsors greater than 0.25%, the Client will be given notice.

Additionally, if AssetMark Trust is chosen as Custodian, AssetMark Trust will be paid administrative service fee payments from Private Markets Funds. The third-party Platform Custodians (Custodians other than AssetMark Trust) also receive administrative service fee payments from Private Markets Funds.

MARKET BLEND MUTUAL FUND STRATEGIES

Mutual Fund Fees retained by AssetMark

The Accounts of Clients who select a GuideMark Market Blend Mutual Fund Strategy will be invested in Proprietary Funds advised by AssetMark. AssetMark will receive Management Fees and Administrative Service Fees from these funds, the Management Fees retained by AssetMark can differ and AssetMark will determine the allocations of Account value among these funds. AssetMark addresses this conflict by providing additional information below regarding the maximum fees AssetMark can retain.

The maximum net Management Fee retained by AssetMark from a fund in a GuideMark Market Blend Mutual Fund Strategy is 0.45% of average daily net assets, and the maximum Administrative Service Fee paid to AssetMark is 0.25%. Therefore, the maximum fee that AssetMark can receive from a mutual fund in a GuideMark Market Blend Mutual Fund Strategy is 0.70% of average daily net assets.

AssetMark is also compensated by the Platform Fee charged for the GPS Fund Strategies, which is less than that charged for strategies with third party funds and ranges from 0.25% to 0.10% (depending upon Account assets, with the first \$250,000 of Account value always being charged the highest 0.25% fee). The Platform Fee for the GPS Fund Strategies does not include a charge for advisory (or management) services but pays for custodial, trading, administrative and other services.

In selecting a GuideMark Market Blend Mutual Fund Strategy, the Client agrees to the receipt by AssetMark of the maximum 0.70% Management Fee plus Administrative Fee (paid by the fund) plus the applicable Platform Fee (charged at the account level) and that this fee is reasonable compensation to AssetMark.

AAM's management of a GuideMark Market Blend Mutual Fund Strategy can result in internal fund fees to AssetMark lower than the 0.70% authorized by the Client. Listed below are the Proprietary Funds in which AssetMark is permitted to invest GuideMark Market Blend Mutual Fund accounts and the maximum fee that AssetMark can retain from each fund as a percentage of average daily net assets of the mutual funds. If a fund has a sub-adviser, the minimum that AssetMark can pay the sub-adviser is deducted in the amount shown as retained by AssetMark. AssetMark can waive part or all of its management fee, and AssetMark can also recoup previously waived fees and assumed expenses, but these possibilities are not considered in the below-reported maximum retained fees. The Client should refer to the funds' prospectuses and other shareholder materials for information, including fees, regarding the Funds. Mutual funds can be added to those that receive allocations. If an added fund results in a fee greater than 0.70% being paid to AssetMark, the Client will be given notice.

This must remain with the Client

MUTUAL FUNDS	MAXIMUM FEES RETAINED BY ASSETMARK
GuideMark Large Cap Core	0.60%
GuideMark Small/Mid Cap Core	0.70%
GuideMark Core Fixed Income	0.60%
GuideMark Emerging Markets	0.61%
GuideMark World ex-US Service	0.60%

Since the amount that AssetMark is paid by each Proprietary Fund, changes by AssetMark to the allocations of Proprietary Funds in Client Accounts can change what AssetMark receives in fees from the funds. Listed below, for each Profile in each Strategy offered in Market Blend Mutual Fund Strategies, is the maximum retained fee that AssetMark can receive, assuming the possible asset allocations that AssetMark anticipates for that Profile and objective. If an allocation change or the addition of a new Proprietary Fund results in a maximum retained fee for a Strategy greater than that listed below, the Client will be given notice.

MARKET BLEND STRATEGIES	MAX NET REVENUE
-------------------------	-----------------

GLOBAL GUIDEMARK MARKET BLEND

2	0.59%
3	0.60%
5	0.60%
6	0.61%

US GUIDEMARK MARKET BLEND

2	0.60%
3	0.61%
5	0.61%
6	0.62%

Additionally, if AssetMark Trust is chosen as Custodian, AssetMark Trust will be paid Shareholder Service Fees. The third-party Platform Custodians (Custodians other than AssetMark Trust) also receive service fee payments from the mutual funds in the Market Blend Mutual Fund Strategies.

GUIDED INCOME SOLUTIONS

The Accounts of Clients who select a Guided Income Solution will be invested in the following Proprietary Funds.

MUTUAL FUNDS	MANAGEMENT FEE BY ASSETMARK
GuidePath Conservative Income Fund	0.35%
GuidePath Income Fund	0.45%
GuidePath Growth and Income Fund	0.45%

AssetMark will receive Management Fees and a 0.25% Administrative Service Fee from these mutual funds. There is no Platform Fee for the Guided Income Solutions.

AS OF JANUARY 2026

Fees & Investment Minimums



Strategies				Guided Portfolios				Custom Individually Managed Accounts ⁹			
GuideMark ^{1,7}	Clark FTR	Proprietary ETF, MF ⁶	Third-Party ETF, Institutional MF ²³	Guided Income Solutions	GPS Fund Strategies	GPS Select, GPS Select Access, Custom GPS Select	Parametric Custom Port. ⁴	CIBC Custom Portfolios ⁴	Custom ⁹	City National Rochdale	
<\$250K	0.25%	0.45%	0.50%	0%	0.25%	0.65%	0.65%	1.00%	1.05%	1.10%	
\$250K-\$500K	0.15%	0.40%	0.35%	0%	0.15%	0.65%	0.65%	1.00%	1.05%	1.10%	
\$500K-\$1M	0.10%	0.35%	0.30%	0%	0.10%	0.60%	0.60%	1.00%	0.99%	1.04%	
\$1M-\$2M	0.10%	0.30%	0.28%	0%	0.10%	0.55%	0.60%	0.95%	0.94%	0.99%	
\$2M-\$3M	0.10%	0.20%	0.25%	0%	0.10%	0.45%	0.60%	0.95%	0.90%	0.99%	
\$3M-\$5M	0.10%	0.20%	0.20%	0%	0.10%	0.40%	0.60%	0.90%	0.85%	0.95%	
\$5M+	0.10%	0.20%	0.10%	0%	0.10%	0.35%	0.50%	0.80%	0.75%	0.90%	
Minimum	\$10,000	\$10K-\$25K	\$25,000	\$50,000	\$10,000	\$50K-\$250K	\$250K-\$750K	\$1M	\$500K-\$1M	\$1M	
Supplemental Fee				Supplemental Fee				Supplemental Fee			
AssetMark Personal Values ²				Dorsey Wright, Savos US Risk Controlled				William Blair			
AlphaSimplex, BlackRock (MAI, Opportunistic-Alts, RFI), DoubleLine, First Trust Alternatives, JPMorgan Global Flexible, Morningstar (ETF, ESG, Fixed Income Allocation), State Street				Savos GMS, Savos PMP							
First Trust, Top Themes, VantEck Thematic Disruption, AssetMark AssetBuilder ²				Julex, WestEnd Advisors							
New Frontier				Clark Tactical US							
Dorsey Wright				AIM (formerly known as Beaumont)							
Clark Tactical US, Julex, WestEnd Advisors											
AIM (formerly known as Beaumont)											
Separately Managed Accounts (SMAs)				Individually Managed Accounts—Fixed Income ⁹				Savos			
Active SMAs	Direct Indexing ¹¹	Proprietary Laddered Fixed Income ⁶	Third-Party Laddered Fixed Income ⁴	Active Fixed Income ⁴	GMS/PMP	US Risk Controlled	Personal Portfolios ¹²	Individual Third-Party MFs	Administrative Accts		
0.70%	0.50%	0.20%	0.27%	0.30%	0.75%	0.90%	0.75%	0.25%	General Securities ⁴ or Custodial Sweep ⁵		
0.70%	0.50%	0.20%	0.27%	0.30%	0.50%	0.75%	0.75%	0.15%			
0.67%	0.50%	0.20%	0.27%	0.25%	0.50%	0.70%	0.75%	0.10%			
0.64%	0.45%	0.15%	0.22%	0.20%	0.45%	0.70%	0.70%	0.10%			
0.60%	0.45%	0.15%	0.22%	0.20%	0.45%	0.65%	0.70%	0.10%			
0.55%	0.45%	0.15%	0.22%	0.20%	0.40%	0.65%	0.70%	0.10%			
0.50%	0.35%	0.15%	0.22%	0.20%	0.30%	0.55%	0.60%	0.10%			
\$50K-\$100K	\$75K-\$150K	\$25,000	\$125K-\$250K	\$25K-\$250K	\$25,000	\$25,000	\$150K-\$250K	\$10,000	\$10,000		
Supplemental Fee				Supplemental Manager Fee				Supplemental Fee			
AllianceBernstein, BlackRock, Brown Advisory, Capital Group, Federated Hermes, Fiera, Franklin Templeton, Hartford, JPMorgan, Logan, Neuberger Berman, Principal Edge, VanEck				Nuveen, Sage							
AssetMark Sustainable Dividend, AssetMark Sustainable Women's Growth				Capital Group Intermediate Muni, Clark Capital (Tax and Tax-Free), Nuveen Muni, Sege Core Fixed Income							
Acadian, Principal											
AssetMark Sustainable MDOAT											

The fees above are tiered. The first dollar under management receives the highest fee and assets over each breakpoint receive reduced fees as listed.

Advisor Managed Portfolios (available under the Advisor Model only):

Flat Fee: 0.25% - 0.29% and a \$10,000 account minimum

Tax Management Services:

Flat fee: 0.10% and a \$100 annual minimum fee

Please see next page for important disclosures.

For financial advisor use with advisory clients.

INVESTMENT FIRMS BY CATEGORY

Strategies	Proprietary ETF, MF ⁶	Third-Party ETF, Institutional MF ^{2,3}	Guided Portfolios	Individually Managed Accounts ⁹	Separately Managed Accounts (SMAs)	Individually Managed Accounts – Fixed Income ⁶	Proprietary Laddered Fixed Income ^{4,6}	Third-Party Laddered Fixed Income ⁴	Active Fixed Income ⁴	Individual Mutual Funds, Semi-Liquid Funds ¹⁰
GuideMark ^{1,7}	AssetMark AssetBuilder ² AssetMark Income Builder, AssetMark Personal Values ² , AssetMark Private Markets Strategies, AssetMark WealthBuilder SM Market Blend ETF Portfolios	AIM (formerly Beaumont), American Funds, AlphaSimplex, BlackRock (MAI, Opportunistic Alts, RFI, TA ESG, TA Multi-Manager w/ Alts), Clark (FTR, Tactical US), Capital Group ETFs, Dimensional Core Portfolios ³ , Dorsey Wright, Doubleline, Fidelity, First Trust Alternatives, First Trust Low Duration Fixed Income, First Trust Strategic Risk Core, First Trust Top Themes, First Trust Vest Laddered US Equity Buffer ETF Model, Franklin Templeton, JPMorgan (Absolute Return, Global Flexible, Global Standard, MAI), Julex, Kensington Managed Income, Morningstar (Active/Passive, ETF, ESG, Fixed Income Allocation), New Frontier, Nuveen ESG, PIMCO, State Street, VantEck, WestEnd Advisors	Custom GPS Select All strategists (plus Savos UMA strategies) in the Strategies table are available for Custom GPS Select	Custom AssetMark Custom High Net Worth, Clark Capital Personalized UMA, William Blair	Active SMAs Acadian, AllianceBernstein, BlackRock, Brown Advisory, Capital Group, Federated Hermes, Fiera Capital, Franklin Templeton, Hartford, JPMorgan, Logan, Morningstar, Neuberger Berman, Principal, VantEck, William Blair	Proprietary Laddered Fixed Income ^{4,6} Savos Bond Ladders	Nuveen, Parametric, Sage	Capital Group Intermediate Muni, Clark Capital Taxable and Tax-Free Fixed Income, Nuveen, Sage Core Fixed Income, Savos Active Fixed Income, Savos ETF Ladders	Capital Group Intermediate Muni, Clark Capital Taxable and Tax-Free Fixed Income, Nuveen, Sage Core Fixed Income, Savos Active Fixed Income, Savos ETF Ladders	Apollo Diversified Credit, Carlyle Tactical Private Credit Fund, Doubleline Shiller-Enhanced CAPE, KKR Real Estate Select Trust, Neuberger Berman PutWrite, PIMCO TRENDS Managed Futures, StepStone Private Infrastructure, Stone Ridge Diversified Alternatives

- Mutual Funds used within these strategies are primarily comprised of NTF (No Transaction Fee) Funds including A share and retail share classes.
- Annual Minimum Platform Fee: \$350 (This fee is waived on American Funds and Multiple Strategy Accounts).
- Dimensional Core Portfolios is a Third-Party solution but follows the Proprietary ETF and Mutual Fund fee schedule.
- Transaction-based fees, including trade away fees, may be applicable to the account. These fees are typically \$20 per trade.
- Custodial sweep or money market fund selected by AssetMark
- Proprietary solution types refer to those offered by AssetMark.
- AssetMark is the investment adviser to the GuideMark[®] Funds.
- This strategy contains GuideMark[®] mutual funds.
- Custom and Fixed Income = Individually Managed Account
- Other Individual Mutual Funds are available, including BlackRock T-Fund and JPMorgan 100% Treasury, AssetMark waives the Platform Fee in some instances. Semi-Liquid Funds typically provide periodic and limited liquidity.
- Taxable registrations using Direct Indexing will include Tax Management Services with no additional fee.
- Savos Personal Portfolios includes the option for Tax Management Services with no additional fee.
- Multiple Strategy Account (MSA): The fees charged for an MSA account are based on the above single-strategy fee schedule for each strategist selected and weighted based on the allocation to each sleeve. Proprietary Mutual Fund Solutions: Refer to Exhibit C for important conflicts of interest disclosures on strategies that use AssetMark's proprietary mutual funds.

For the most current version of this document, please go to www.assetmark.com/info/disclosure

For complete information about account minimums, fees, and expenses for the various investment solutions, refer to the Disclosure Brochure. To receive a copy, please contact your financial advisor.

AssetMark, Inc. AssetMark, Inc. is an investment adviser registered with the U.S. Securities and Exchange Commission. AssetMark Asset Management, a division of AssetMark, Inc., includes the firm's proprietary investment strategies. GuideMark[®] and GuidePath[®] Funds are distributed by AssetMark Brokerage^{IV}, LLC, member FINRA, an affiliate of AssetMark, Inc. AssetMark and third-party strategists are separate and unaffiliated companies.
 1655 Grant Street
 10th Floor
 Concord, CA 94520-2445
 800-664-5345
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For financial advisor use with advisory clients.

Brochure Supplement

Zoë Brunson, Senior Vice President, Chief Investment Strategist

ITEM 1 - COVER PAGE

Zoë Brunson
1655 Grant Street, 10th Floor, Concord, CA 94520, 800-664-5345

This Brochure Supplement provides information about Zoë Brunson and supplements the AssetMark Disclosure Brochure. You should have received a copy of that Brochure. Please call 800-664-5345 if you did not receive the Disclosure Brochure or if you have any questions about the contents of this supplement.

Additional information about Ms. Brunson may also be available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Zoë Brunson, CFA
Born 1972

Educational Background

Degree/Major/Year/Institution:

- Bachelor's Degree in Business Information Technology, 1994, Kingston University, Kingston-upon-Thames, UK

Recent Work Experience

Ms. Brunson has been with AssetMark since 2007.

Employment Dates:

- 2007 to present

Positions Held In Last Five Years:

- Director, Investment Strategy Model Management & Fund Selection, Standard & Poor's Investment Advisory Services LLC, 1998 – 2007

Professional Designations, Securities and Insurance Licenses

Ms. Brunson holds the following designations and/or licenses. A description of the minimum requirements for each designation is provided for your reference.

Chartered Financial Analyst (CFA) – Qualification as a CFA® charter holder requires 1) A bachelor's degree from an accredited institution or equivalent education or work experience, 2) Successful completion of all three exam levels of the CFA program, 3) 48 months of acceptable professional work experience in the investment decision-making process, 4) Fulfillment of local society requirements, which vary by society, and 5) Entry into a Member's Agreement, a Professional Conduct Statement and any additional documentation requested by CFA Institute.

Series 3 – Registered Commodity Representative – This requires passing a 120 multiple choice question examination within 2 hours and 30 minutes testing time. This examination qualifies the individual to act as an Associated Person, a Commodity Trading Advisor, Commodity Pool Operator, Introducing Broker, or futures Commission Merchant.

ITEM 3 - DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice.

Ms. Brunson does not have any information applicable to this Item.

ITEM 4 - OTHER BUSINESS ACTIVITIES

N/A

ITEM 5 - ADDITIONAL COMPENSATION

N/A

ITEM 6 - SUPERVISION

Ms. Brunson reports to Christian Chan, Chief Investment Officer, Mr. Chan can be reached at 925-200-3494. Ms. Brunson's activities are also monitored by AssetMark's compliance personnel and supervisory structure.

Brochure Supplement

Christian Chan, Senior Vice President, Chief Investment Officer

ITEM 1 - COVER PAGE

Christian Chan, CFA®
1655 Grant Street, 10th Floor, Concord, CA 94520, 800-664-5345

This Brochure Supplement provides information about Christian Chan and supplements the AssetMark Disclosure Brochure. You should have received a copy of that Brochure. Please call 800-664-5345 if you did not receive the AssetMark Disclosure Brochure or if you have any questions about the contents of this supplement.

Additional information about Christian Chan is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Christian Chan, CFA
Born 1974

Educational Background

Degree/Major/Year/Institution:

- BA English, University of California, 1999

Recent Work Experience

Mr. Chan has been with AssetMark since 2022.

Employment Dates:

- 2022 to present

Positions Held In Last Five Years:

- Chief Investment Officer of AssetMark, Inc., 2022 to present.
- Head of US Portfolio Management, Multi-Asset Solutions Allspring Global Investments – 2018 to 2022

Professional Designations, Securities and Insurance Licenses

Mr. Chan earned his Chartered Financial Analyst designation in 2000. A description of the minimum requirements for this designation is provided below.

Chartered Financial Analyst (CFA) – Qualification as a CFA® charter holder requires 1) A bachelor's degree from an accredited institution or equivalent education or work experience, 2) Successful completion of all three exam levels of the CFA program, 3) 48 months of acceptable professional work experience in the investment decision-making process, 4) Fulfillment of local society requirements, which vary by society, and 5) Entry into a Member's Agreement, a Professional Conduct Statement and any additional documentation requested by CFA Institute.

ITEM 3 - DISCIPLINARY INFORMATION

There are no reportable legal or disciplinary events for the supervised person.

ITEM 4 - OTHER BUSINESS ACTIVITIES

The supervised person is not actively engaged in any investment-related business or occupation other than as described herein.

ITEM 5 - ADDITIONAL COMPENSATION

N/A

ITEM 6 - SUPERVISION

Christian Chan reports to David McNatt, Head of Investments. Mr. McNatt can be reached at 925-521-2225. Mr. Chan's activities are also monitored by AssetMark's compliance personnel and supervisory structure.

Brochure Supplement

Jeff Wildermuth, Portfolio Strategist

ITEM 1 - COVER PAGE

Jeff Wildermuth
1655 Grant Street, 10th Floor, Concord, CA 94520, 800-664-5345

This Brochure Supplement provides information about Jeff Wildermuth and supplements the AssetMark Disclosure Brochure. You should have received a copy of that Brochure. Please call 800-664-5345 if you did not receive the AssetMark Disclosure Brochure, or if you have any questions about the contents of this supplement.

Additional information about Jeff Wildermuth is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Jeff Wildermuth
Born 1974

Educational Background

Degree/Major/Year/Institution:

- BA History – Shippensburg University – 1998
- MBA Finance – Villanova University – 2007

Recent Work Experience

Mr. Wildermuth has been with AssetMark since 2016.

Employment Dates:

- 2016 to present

Positions Held In last Five years:

- Portfolio Strategist 2016-Present

ITEM 3 - DISCIPLINARY INFORMATION

There are no reportable legal or disciplinary events for the supervised person.

ITEM 4 - OTHER BUSINESS ACTIVITIES

The supervised person is not actively engaged in any investment-related business or occupation other than as described herein.

ITEM 5 - ADDITIONAL COMPENSATION

N/A

ITEM 6 - SUPERVISION

Jeff Wildermuth reports to and is supervised by Christian Chan, Chief Investment Officer Investment Solutions. Mr. Chan can be reached at 925-200-3494. Mr. Wildermuth's activities are also monitored by AssetMark's compliance personnel and supervisory structure.

Disclosures Regarding Compensation

To Your Financial Advisory Firm and Financial Advisor

1. FINANCIAL ADVISOR

Your Financial Advisor and Financial Advisory Firm are identified in your Account Application. Your Financial Advisor and Financial Advisory Firm are recommending the advisory services offered through the Platform sponsored by AssetMark, Inc. ("AssetMark"), an investment adviser registered with the Securities and Exchange Commission with offices at 1655 Grant Street, 10th Floor, Concord, CA 94520. Your individual Financial Advisor is compensated by the Financial Advisory Firm and, in some instances, directly by AssetMark.

2. RELATIONSHIPS

There is no corporate affiliation between AssetMark, on the one hand, and the Financial Advisor and the Financial Advisory Firm they represent, on the other. The Financial Advisory Firm has contracted with AssetMark to access the Platform; it is not an advisory client of AssetMark. Your Financial Advisor, the individual who represents the Financial Advisory Firm, may be an advisory client of AssetMark; you can ask them. The Financial Advisor and Financial Advisory Firm do not act as agents of AssetMark and have no authority to contractually bind AssetMark. If you enter an Investment Management Services Agreement ("IMSA") with AssetMark, AssetMark will act as adviser to your Account. If you have another advisory agreement, the Financial Advisory Firm will act as adviser, although if you and/or your Financial Advisor select a Strategy in which AssetMark acts as adviser, AssetMark will act as adviser to that Account invested in the AssetMark proprietary Strategy.

3. COMPENSATION TO FINANCIAL ADVISORY FIRM AND FINANCIAL ADVISOR –

Fee deducted from Client Accounts and applicable to all Clients:

Financial Advisor Fee – Your Financial Advisory Firm will receive the Financial Advisor Fee that is specified in your Account Application or other document. The Financial Advisor Fee can be up to an annual rate of 1.95% and will be deducted quarterly from your Account (unless other arrangements are made) and paid to your Financial Advisory Firm. This Financial Advisor Fee can be modified at any time during the life of your Account. The amount of the Financial Advisor Fee that your individual Financial Advisor will receive is determined between your Financial Advisor and their Firm.

Fees deducted from Client Accounts but not applicable to all Client Accounts:

Supervisory Fee – The Platform Fee paid to AssetMark will be higher for certain Financial Advisory Firms due to the amounts payable to Financial Advisory Firms with supervisory responsibility over Financial Advisors. This supervisory fee, of up to 0.20% annually, is deducted from Client Accounts, and paid to certain Financial Advisory Firms, for supervision of the Account. The receipt of a supervisory fee creates an incentive for Financial Advisory Firms to use the AssetMark Platform versus other platforms that do not pay a similar fee or that pay a lower similar fee. You can ask your Financial Advisor if a supervisory fee applies to your Account. Information on which Financial Advisory Firms receive this fee is also available from AssetMark upon request. The standard Platform Fees are listed in AssetMark's Form ADV Part 2A Appendix 1 Disclosure Brochure.

Management/Strategist Fee – In the Advisor as Strategist or Advisor Managed Portfolios program ("AAS" or "AMP" program) (available only if your advisory agreement is with your Financial Advisory Firm, not AssetMark), your Financial Advisory Firm may act as a model provider or discretionary manager to your Account and be paid part of the Platform Fee. In certain instances, when your Financial Advisory Firm acts as adviser to your account, they may charge a management or similar fee, up to a maximum of 0.20%, that will be deducted from your Account. If such is the case, your Financial Advisory Firm must disclose this to you.

Financial Planning and Consulting Fees – Financial Advisory Firms that provide financial planning and consulting services are permitted to charge their Financial Planning and Consulting Fees through the Client's Account. Client authorization is required to establish or modify the Financial Planning and Consulting Fee and to elect from which Account the fee will be charged or establish fee payment via Automated Clearing House (or ACH). The Fee can be a one-time fee or a recurring fee. If a Client elects to charge this Fee to an Individual Retirement Account ("IRA") or other qualified account, the Client is responsible for any adverse tax consequences that can arise from fee payments from an IRA.

Compensation Paid by AssetMark:

The above discussed compensation payable to Financial Advisory Firms is funded from deductions from Client Accounts. AssetMark also pays additional compensation and/or provides consulting, education, training, marketing support and/or other services to certain Financial Advisors and/or Financial Advisory Firms. This additional compensation does not directly increase the fees assessed to those Client Accounts associated with these Financial Advisors and/or Financial Advisory Firms, but it creates conflicts of interest for your Financial Advisor and/or Financial

Advisory Firm that could influence your Financial Advisor and/or Financial Advisory Firm to recommend that you open an account and invest assets through the AssetMark Platform instead of another platform. The below described compensation is available to all Financial Advisors and Financial Advisory Firms that use the AssetMark Platform, but only a minority of Financial Advisors and Financial Advisory Firms actually receive the below described compensation. Receipt of compensation is not contingent on assets placed on the AssetMark Platform, but generally received by Financial Advisors and Financial Advisory Firms that are actively engaged with the AssetMark Platform. Receipt may also be limited by the policies of the Financial Advisory Firm.

Advisor Benefits Program for Financial Advisors – Under AssetMark’s Advisor Benefits Program, Financial Advisors have the option to utilize AssetMark’s advisor-directed tools, templates and best practices, or to engage with AssetMark to receive business and investment consulting and/or education and guidance for implementing a growth plan for their businesses. Certain Financial Advisors can receive an allowance or “growth support” for reimbursement of qualified expenses incurred by the Financial Advisor based on their participation in AssetMark sponsored events, marketing initiatives, or use of technology resources and tools. Financial Advisors can also receive benefits by reaching certain levels, or tiers, on the AssetMark Platform. In some cases, participation in select programs may require an upfront commitment fee. These fees are intended to promote advisor engagement and may be eligible for reimbursement in forms of tools or commitment fee back to the advisor based on the advisor’s fulfillment of program requirements or achievement of defined milestones. This program creates a financial incentive for Financial Advisors to recommend that Clients invest assets through the AssetMark Platform.

Community Inspiration Award – In order to promote community involvement, AssetMark created the Community Inspiration Award to honor selected Financial Advisors across the United States who have inspired others by supporting charitable organizations in their communities. AssetMark will make a cash donation, subject to the published rules governing the program, to the Financial Advisor’s nominated charity in accordance with the following: i) the charitable organization is not a Client or prospective Client of the Financial Advisor, ii) the Financial Advisor cannot hold an officer position on the charitable organization’s board or direct funds at the charitable organization and iii) the charitable organization must not have the ability to contribute funds or services to a candidate for public office or to a Political Action Committee. There is no direct compensation paid to an honored Financial Advisor. However, the Financial Advisor has an incentive to place, or retain Client assets on the Platform as a result of AssetMark’s contribution to their supported charitable organization.

Direct and Indirect Support for Financial Advisors – AssetMark sponsors annual conferences for participating Financial Advisory Firms and/or Financial Advisors designed to facilitate and promote the success of the Financial Advisory Firm and/or Financial Advisor and/or AssetMark advisory services. AssetMark covers travel-related expenses for certain Financial Advisors to attend AssetMark’s annual conferences, quarterly meetings or to conduct due diligence visits. In addition to, and outside of, the Advisor Benefits Program, AssetMark contributes to the costs incurred by Financial Advisors in connection with

conferences or other Client events conducted by the Financial Advisor or the Financial Advisory Firm. AssetMark can contribute to the cost of correcting errors in client accounts that the Financial Advisor would otherwise incur. AssetMark also solicits research from Financial Advisors regarding new products or services that AssetMark is considering for Clients. In exchange for this feedback and guidance, AssetMark can offer an incentive to the Financial Advisor for their attendance at, or participation in, for example, an online survey or an in-person focus-group. These programs create financial incentives for Financial Advisors to recommend that Clients invest assets through the AssetMark Platform.

Discounted Fees for Financial Advisors – Financial Advisors may receive discounted pricing or complimentary subscriptions from third-party service providers or from AssetMark or its affiliates for services such as business consulting, practice management, technology, financial planning tools and marketing-related tools and services because of their participation in the Platform. In certain cases, AssetMark receives a portion of the subscription fees paid by Financial Advisors to such third-party service providers. Discounted pricing and complimentary subscriptions may be subsidized by AssetMark. These arrangements create a financial incentive for Financial Advisory Firms and their representatives to recommend that Clients invest assets through the AssetMark Platform.

Arrangements between AssetMark and Financial Advisory Firms – AssetMark and its affiliates have made loans and other business arrangements on a selected basis to some Financial Advisory Firms, and will continue to do so in certain circumstances. These financing arrangements result in additional revenue to AssetMark (primarily interest earned on those loans) and they create certain conflicts of interest for Financial Advisory Firms. A Financial Advisory Firm that has borrowed or received money from AssetMark and that still has a loan balance outstanding will have an incentive to continue using AssetMark’s products and services for its Clients even when AssetMark’s services can be more expensive or less appropriate for the Client. Certain financing arrangements are structured to create long-term obligations by those Financial Advisory Firms that can be costly or difficult for those firms to terminate and certain of those arrangements may give AssetMark the right to convert the debt obligation into equity in the Financial Advisory Firm, giving AssetMark certain additional rights. Therefore, these loans and business arrangements can create an on-going conflict of interest for Financial Advisory Firms between their own financial interests tied to those financing arrangements and the interests of their Clients.

Marketing Support for Financial Advisory Firms – Certain Financial Advisory Firms enter into marketing arrangements with AssetMark whereby the Firms receive compensation and/or allowances in amounts based either upon a percentage of the value of new or existing Account assets of Clients referred to AssetMark by Financial Advisors, the addition of new Financial Advisors making use of the platform, or a flat dollar amount. These arrangements provide for the communication of AssetMark’s service capabilities to Financial Advisors and their Clients in various venues including participation in meetings, conferences and workshops. AssetMark also provides certain Financial Advisory Firms or its representatives with organizational consulting, education, training and marketing support. These

arrangements create a financial incentive for Financial Advisory Firms and their representatives to recommend that Clients invest assets through the AssetMark Platform.

Negotiated Fees – AssetMark is permitted, in its discretion, to negotiate the Platform Fee paid by Clients. The Financial Advisor does not earn additional compensation as a result of these negotiated fees. These arrangements create an incentive for Financial Advisory Firms and their representatives to recommend that Clients invest assets through the AssetMark Platform.

Payment for testimonials/endorsements – Financial Advisors and third parties may provide video, audio or documented statements endorsing AssetMark, and AssetMark may compensate them for those statements.

Pilot and Early Release Programs – AssetMark can invite certain Financial Advisor Firms to participate in pilot or early release programs designed to solicit feedback on new product or service offerings. In exchange for participation in these programs, AssetMark may provide certain incentives to the Financial Advisor Firms such as fee waivers, or other incentives.

Strategist Fees – In circumstances where a Financial Advisory Firm uses a Portfolio Strategist to assist in the management of a Client's account, AssetMark will pay a strategist fee on a selected basis to the Financial Advisory Firm for use and monitoring of the model portfolio recommended by the Portfolio Strategist. This strategist fee creates a conflict of interest because the Financial Advisory Firm has an incentive to use the model portfolios produced by a Portfolio Strategist in order to keep receiving the fee, compared to other arrangements that might be less expensive or more appropriate for the Client.

Transitions Programs for Financial Advisory Firms – AssetMark and its affiliates may enter into business arrangements designed to assist Financial Advisory Firms with succession planning, and will continue to do so. These financing arrangements result in additional revenue to AssetMark and they create certain conflicts of interest for Financial Advisory Firms. A Financial Advisory Firm that has agreed to share a portion of their Firm's revenue with AssetMark and will have an incentive to continue using AssetMark's products and services for its Clients even when AssetMark's services can be more expensive or less appropriate for the Client. Therefore, these business arrangements can create a conflict of interest for Financial Advisory Firms between their own financial interests and the interests of their Clients.

AssetMark Cash Payments to Third Parties – AssetMark makes cash payments to third parties ("Referring Firms") for referrals ("Referral Fees") of Financial Advisory Firms ("Referred Financial Advisory Firms") that enter into Platform arrangements ("Referral Arrangements"). In certain cases, Referral Fees shall be discounted in the event that a Referring Firm receives compensation from a qualified custodian (as defined in Item 9 below under Custodial Relationships) in connection with the referral of a Referred Financial Advisory Firm. Each Referring Firm enters into a written agreement with AssetMark and discloses in writing to each prospective Referred Financial Advisory Firm the existence of the Referral Arrangement. Referral Arrangements will not increase the fees payable by Clients of Referred Financial Advisory Firms under the client agreements.

4. CONFLICTS OF INTEREST FOR THE FINANCIAL ADVISORY FIRM AND FINANCIAL ADVISOR –

Because of the above described compensation, the Financial Advisory Firm and Financial Advisor have both direct and indirect financial incentives to recommend the AssetMark Platform to you. The compensation that the Financial Advisor and Financial Advisory Firm can enjoy from your participation in the AssetMark Platform can be more than what they are paid by other platforms. The receipt of a supervisory fee creates an incentive for Financial Advisory Firms to use the AssetMark program versus other platform programs. The payment of a management fee and financial planning and consulting fees may not be allowed at other platforms. Additionally, unlike other platforms, AssetMark funds the compensation and benefits discussed above under "Compensation Paid by AssetMark" to encourage Financial Advisors and Financial Advisory Firms to use the AssetMark Platform, and the forms of compensation discussed above under "Compensation Paid by AssetMark" may not be available through other platforms. Additionally, AssetMark should be considered a "high service level" platform, in that AssetMark provides more administrative help to Financial Advisors than some other firms do, for example, in dealing directly with the custodian that you and your Financial Advisor select. This should reduce the time and expense that the Financial Advisor would otherwise need to spend on your AssetMark Platform Account but may cause your Account to pay more in fees than if at another platform.

DISCLOSURES REGARDING COMPENSATION TO ASSETMARK, INC., FROM MODEL PROVIDERS AND DISCRETIONARY MANAGERS ON THE ASSETMARK PLATFORM

AssetMark, Inc., and its affiliates receive compensation when Financial Advisory Firms and their clients use the AssetMark Platform, principally from the Platform Fee deducted from Client Accounts. This compensation is discussed in AssetMark's Form ADV Part 2A Appendix 1 Disclosure Brochure provided to clients. (If you and/or you Financial Advisory select AssetMark affiliate AssetMark Trust Company to act as your Account's custodian, you should review the AssetMark Trust Custody Agreement and Disclosures Regarding Services documents regarding compensation to AssetMark Trust.) The purpose of this disclosure is to disclose compensation that AssetMark, Inc., pays to and receives from Model Providers, Discretionary Managers and Private Markets Fund Sponsors on the AssetMark Platform.

AssetMark determines which Model Providers and Discretionary Managers are offered on the AssetMark Platform and, therefore, should be considered to promote or endorse these third parties and the strategies they offer. (AssetMark endorses these third parties, since AssetMark is not a client giving a testimonial.) AssetMark pays Model Providers and Discretionary Managers for their services. Exceptions are when AssetMark acts as Model Provider or Discretionary Manager – in which case AssetMark funds the work associated with these services – or when a third party uses its own funds and is not paid on those assets. Conflicts of interest exist for AssetMark if some Model Providers and Discretionary Managers are willing to provide their services less expensively than others, so that AssetMark can pay those advisers less, or if it is more economical for AssetMark to provide the strategy services itself rather than contracting with third parties.

However, there are instances where the compensation flows from the third-party Model Provider or Discretionary Manager to AssetMark and then, the Model Provider, Discretionary Manager can be considered to be endorsing AssetMark.

AssetMark charges to Portfolio Strategists, IMA Managers and the sponsors of funds that invest in private markets (such as an interval fund or a tender offer fund) ("Private Markets Fund") ("Private Markets Fund Sponsors") that have been selected to participate on the Platform a one-time set up fee and an annual maintenance fee (which is typically tiered such that the fee will increase to the extent that Client Account assets invested in Model Portfolios and/or IMA Accounts managed by Portfolio Strategists and IMA Managers exceed certain thresholds) for performing certain functions, which may include administrative, operational, compliance, investment and marketing functions, in connection with adding and maintaining the Portfolio Strategist or IMA Manager on the Platform. This creates a conflict of interest for AssetMark because it provides a financial incentive for AssetMark to favor firms that agree to pay the fee in order to participate on the Platform. AssetMark offers a Strategist Data Program through which Portfolio Strategists pay an annual fee to access reports that provide additional detail with respect to assets invested in the Model Portfolios maintained by Portfolio Strategists. AssetMark also offers a Strategist Engagement Program that provides Portfolio Strategists the ability to engage with AssetMark in connection with the support and maintenance of their Model Portfolios on the Platform, including event sponsorships and Strategist Data Program participation, for a bundled annual fee. The Programs described above create a conflict of interest for AssetMark because they provide a financial incentive for AssetMark to favor Portfolio Strategists who pay the fees to participate in the Programs. AssetMark earns fees from Private Markets Fund Sponsors for providing certain services with respect to Clients that are invested in Private Markets Funds. The fees earned for providing such services create a conflict of interest for AssetMark because they provide a financial incentive for AssetMark to favor the Private Markets Fund Sponsors that pay such fees and the associated Private Markets Funds, and to the extent that such fees vary from firm to firm, to favor one Private Markets Fund Sponsor or Private Markets Fund over another.

AssetMark also receives compensation when AssetMark offers Model Providers or Discretionary Managers, who in some cases also are Sub-Advisors for the GuideMark and GuidePath Funds, the opportunity to contribute to the costs of and participate in AssetMark's annual conferences and be identified as a sponsor. This could be considered that the Model Provider or Discretionary Manager is endorsing AssetMark. The Model Provider or Discretionary Manager could have a conflict of interest if they are paid more to provide services to the AssetMark Platform than other platforms.

AssetMark, Inc.

1655 Grant Street
10th Floor
Concord, CA 94520-2445
800-664-5345

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VERSION 5.09

Client Services Agreement

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By executing the Account Application (“Application”), the Account Owner (or “Client”) agrees to the terms of this Client Services Agreement (“Agreement” or “CSA”) with the Financial Advisory Firm. Client agrees to retain the Financial Advisory Firm and its associated Financial Advisor, named in the Application, to provide investment advisory services to the “Account” Client is establishing. The Financial Advisory Firm and its associated Financial Advisor are together referred to as the “Advisor” in this Agreement. This Agreement may establish one or more investment accounts (each an “Account”), although the singular form will be used throughout this Agreement. In providing these services to Client, Advisor uses services offered by and through AssetMark, Inc. (“AssetMark” and the “AssetMark Platform”). Unless Advisor or Client selects AssetMark as a Discretionary Manager to the Account, AssetMark shall not provide personalized advisory services to Client or Account. This Agreement will be identified in the Application or other documentation as either a Discretionary CSA or Non-Discretionary CSA, depending upon the authorities Client grants Advisor. The terms of the Discretionary CSA and Non-Discretionary CSA are the same, except where expressly noted. The Agreement contains a binding arbitration provision and class action waiver in section 6.1. You may opt out of the arbitration provision by following the process detailed in section 6.1.9.

1. ADVISOR SERVICES TO CLIENT

1.1. Account Opening and Selection and Suitability of Advisory Services.

Based upon an analysis of information obtained from Client, Advisor shall advise Client regarding the selection of advisory services and determine that the services selected by Advisor and/or Client are suitable for the Client’s Account. Advisor shall initiate the steps necessary to open each Account and participate in the selection of a Custodian (to hold Account assets) from those available on the AssetMark Platform. (AssetMark does not recommend any particular advisory service or Custodian for the Account or determine if they are suitable for the Account or Client.) Advisor shall participate in the collection of any information as may be needed to establish the Account and exercise best efforts to ensure that information and forms submitted are true and accurate. Advisor shall provide Client with disclosures and documents received from AssetMark and, if applicable, any Discretionary Manager, in addition to those disclosures and documents which are required or appropriate for Advisor to provide Client. Advisor shall furnish continuous advice as to the investment of the Client’s Account and the suitability of the Strategy selected for Client’s Account. Advisor shall be available on an ongoing basis during normal business hours for consultation regarding the Account and Client’s financial situation and investment objectives. Advisor shall periodically, and at least annually, consult with Client regarding the Account and Client’s financial situation and investment objectives. On an ongoing basis, Advisor shall convey Client’s instructions and provide updated information and instructions to the selected Custodian, which may be submitted through AssetMark as a service provider to the Custodian.

1.2. Advisory Services – Solution Types and Strategies.

Advisor offers the following advisory services or “Solution Types” (or “Solutions”), which are further divided into “Strategies.” For a more complete description of these services, please consult the AssetMark Platform Disclosure Brochure.

1.2.1. Model Portfolios – If the Account is invested in a Strategy based upon a Model Portfolio, the Account will be allocated among securities and/or other investments based upon one

or more Model Portfolios provided by “Portfolio Strategists” available on the AssetMark Platform. The Portfolio Strategists are third-party advisers and may include AssetMark. For Accounts invested in a Model Portfolio Strategy, the Advisor shall further advise the Client with respect to the selection of a Risk/Return Profile for the Account, if applicable. Individual Mutual Funds may also be offered on the AssetMark Platform; if so, the terms applicable to Model Portfolios shall apply.

1.2.2. Individually Managed Accounts (“IMA”) – If the Account is invested in an IMA Strategy, the Account shall be managed by a “Discretionary Manager” (also referred to as an “Investment Manager”). The Discretionary Managers are third-party advisers and may include AssetMark. If a Discretionary Manager is selected, Client also agrees to retain the designated Discretionary Manager to manage the Account and that Client’s agreement with Discretionary Manager is incorporated as a part of this Agreement.

1.2.3. Financial Advisor Custom Accounts – If a Financial Advisor Custom Account is selected, the Advisor can customize the Account.

1.2.4. Advisor Managed Accounts – If this Agreement is a Discretionary CSA, Financial Advisor Custom Accounts can include Accounts directly managed by the Advisor. The Advisor may directly manage the Account using tools available through the AssetMark Platform, such as the Advisor Managed Portfolios and Advisor as Strategist Programs or such other tools that may be offered by AssetMark. These Advisor-managed accounts may also include Accounts invested in alternative investments such as hedge funds, private equity funds, private placements, and other securities, single mutual funds or Exchange Traded Funds (“ETFs”) or other securities.

1.2.5. Administrative/Non-Managed Accounts – Although options will vary depending upon the Custodian selected, the Client can usually establish an Account at their selected Custodian to hold “non-managed” assets, such as cash or cash alternative investments or securities transferred in-kind.

2. CLIENT OBLIGATIONS, ACKNOWLEDGEMENTS AND AUTHORIZATIONS

2.1. General Obligations, Acknowledgements and Authorizations

2.1.1. Information Regarding Investment Objectives – Client shall provide the Advisor with information concerning the Client’s financial situation, investment objectives and any investment restrictions and inform Advisor of any changes to this information. This information shall be used to assist Advisor in determining the selection and suitability of the advisory services to be provided the Client’s Account. Client shall be responsible for the completeness and accuracy of the data and information furnished by the Client to the Advisor.

2.1.2. Custodian – Client shall contract with a Custodian from those available on the AssetMark Platform to hold Account assets and to provide brokerage and related services. The Client’s account with the Custodian is governed by the Client’s agreement with the Custodian and not by this Agreement. The Client will receive confirmation of trades executed in their Account from the Custodian in the form agreed to with their Custodian.

2.1.3. Client Authorizations of Advisor – The Client authorizes their Financial Advisor to: 1. submit the Application and other appropriate forms, instructions and deposits for the Account to AssetMark and/or their Custodian; 2. upon Client's instructions and subject to the Custodian's policies and procedures, give instructions to begin, change or terminate systematic withdrawals from the Account and to make withdrawals or transfer money, securities or property out of the Account, either in the name of the Client or otherwise; and 3. give AssetMark instructions regarding the Account, including, without limitation, those related to the selection of a Strategy and/or designation of a Discretionary Manager.

If this is a Non-Discretionary CSA, add to the above paragraph: Client shall retain exclusive authority to select a Strategy and designate a Discretionary Manager for any Account, and the Advisor shall have no authority to direct the investment or reinvestment of assets in the Account, without express Client authorization, or to otherwise manage the Account on a discretionary basis.

2.1.4. Advisor's Use of AssetMark Platform – Client acknowledges and agrees that: 1. Advisor will use the AssetMark Platform in providing services to Client; 2. Advisor has contracted with AssetMark as a service provider to the Advisor (not the Client); 3. AssetMark shall not provide services, including personalized investment advisory services, to Client or Account, unless AssetMark is selected as a Discretionary Manager, in which case, AssetMark shall provide advisory services only with regard to the management of the account and shall provide no other advisory services, including no advice with regard to the selection of the Strategy; 4. Advisor will give AssetMark instructions regarding the Account, including, without limitation, those related to the selection of a Strategy and/or designation of a Discretionary Manager, and the Custodian's services; 5. AssetMark may rely on instructions from Advisor, however received, and shall have no duty to make any investigation or inquiry with respect to any instruction received from the Client, their Financial Advisor or Financial Advisory Firm; and 6. Advisor's services to Client may be limited by AssetMark policies, which, for example, may require a minimum account value to open or maintain an Account.

Client also acknowledges that AssetMark has financial relationships with, and may provide services to, their selected Custodian. AssetMark may be designated as the Client's "Investment Manager," "Advisor," "Account Representative" or other similar title at the Client's Custodian. Client acknowledges and agrees that any such designation at the Custodian is solely for the purpose of permitting AssetMark to fulfill its duties in the administration of the Platform and that AssetMark has no discretion or authority to act with respect to the Client's Account, except to the extent that AssetMark acts as a Discretionary Manager to the Account.

AssetMark may, with or without notice, use third party service providers ("Providers") to assist in providing information and materials to Advisor, and Advisor may provide this information and materials to Client. Providers may provide market information, including but not limited to, financial market data, quotes, news, analyst opinions and research reports as well ("Market Information"). AssetMark does not endorse or approve Market Information but makes it available to Advisor as a service and convenience. AssetMark and Providers do not: (i) guarantee the accuracy, timeliness, completeness

or correct sequencing of Market Information; or (ii) warrant any results from your use or reliance on Market Information. Client agrees that neither AssetMark nor the Providers shall be liable to Advisor or Client in any way for the termination, interruption, delay, or inaccuracy of any Market Information. Client shall not redistribute or facilitate the redistribution of Market Information, nor shall Client provide access to Market Information to anyone who is not authorized by AssetMark to receive Market Information. Client shall not use any Market Information, or derivatives thereof, in connection with the creation, management, offering and/or selling of any financial instrument or financial product that is based on, linked to, or otherwise uses any Market Information as a component thereof. Client consents and authorizes AssetMark to delegate the authorizations Client provides to AssetMark, to its Providers as AssetMark deems necessary or desirable to provide materials, information and/or Market Information. Client agrees that this paragraph inures to the benefit of such Providers and that such Providers are deemed to be third party beneficiaries of this paragraph.

2.1.5. Client Information – Client acknowledges that their information and information regarding the Account, including without limitation information regarding transactions and account activity, will be shared between their Advisor and Custodian and between service providers and vendors to these entities, including AssetMark, and agrees to such exchanges of information.

2.1.6. Receipt of Disclosure Documents – The Client hereby acknowledges receipt of, and their opportunity to review, this Agreement and the Platform Disclosure Brochure, the Form CRS and the privacy policies of Advisor, AssetMark and, if applicable, Discretionary Manager.

2.1.7. Client Shall Review Statements – Client will receive periodic account statements and may receive other confirmations and notifications from their Custodian, Advisor, Discretionary Manager, if applicable, or AssetMark. Client agrees to review all account statements, confirmations and notifications received from their Custodian, Advisor, Discretionary Manager and AssetMark and promptly notify their Advisor, Discretionary Manager, or Custodian, as appropriate, of any alleged errors within ten days, including without limitation whether investments recommended or made for an Account violate any Client instruction, objective or restriction for the Account. Custodian, Advisor, Discretionary Manager and AssetMark shall not be liable for any losses, including changes in market value, due to errors that remain unreported for more than ten days after receipt of mailed account statements, confirmations and notification or the electronic posting of such documents.

2.1.8. Authority to Contract & ERISA Plans – Client represents and warrants to have full power, authority and capacity to enter into this Agreement. If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone meeting the definition of "fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA"), such trustee or fiduciary represents and warrants that the Client is permitted and authorized by the relevant governing instrument and law to enter into this Agreement with Advisor. Client further agrees to notify the Advisor in writing of any event which might affect this authority or the validity of this Agreement. If the Client is an ERISA plan, Client shall inform Advisor, and Client additionally represents and warrants that (a) its governing instruments

provide that an "investment manager" as defined in ERISA may be appointed, and (b) the person executing and delivering this Agreement on behalf of the Client is a "named fiduciary" (as defined in ERISA) who has the power under the plan to appoint an investment manager.

2.1.9. Strategies with AssetMark Advised Funds – Some of the Strategies available on the AssetMark Platform have allocations to investment companies for which AssetMark serves as investment adviser and for which services AssetMark is compensated. Client approves of the inclusion of AssetMark advised funds in such a Strategy, if selected. If the Client has selected a Strategy in which Account assets are allocated to a fund advised by AssetMark, the Client acknowledges receipt of the fund prospectus, agrees that they have reviewed the fees and determined that they are reasonable and acknowledges that the Platform Fee charged the Account does not include any charge for investment management services.

2.2. Authorizations and Rights Regarding Accounts

2.2.1. Model Portfolio Strategies

If this is a Non-Discretionary CSA:

If the Strategy selected for their Account is based on a Model Portfolio, the Client retains full authority to direct the investment of the Account; Advisor, AssetMark, any Custodian and any Portfolio Strategist shall not have any discretionary authority over any such Account. Client understands and agrees that the Account shall be invested consistent with the Model Portfolios provided by the Portfolio Strategist for the Strategy selected for the Account, and instructs, authorizes and directs that their Account be invested in accordance with the Model Portfolio applicable to their selected Strategy and with all adjustments and rebalancing of the applicable Model Portfolio, unless and until such Client changes the Strategy or terminates the Account. If, in connection with any adjustment or rebalancing of a Model Portfolio by a Portfolio Strategist, any trade in the Client's Account would result in an immaterial amount, the Client authorizes the omission of any such trade. Client and Advisor acknowledge and agree that Portfolio Strategist (including AssetMark, when AssetMark acts as Portfolio Strategist) is not acting as an investment adviser to, and does not have any duties or obligations with respect to, the Client.

If this is a Discretionary CSA, the above section 2.2.1 is replaced in its entirety to read as follows:

If the Strategy selected for the Client's Account is based on a Model Portfolio, the Advisor shall direct the investment and reinvestment of Account assets. Advisor instructs, authorizes and directs that their Client's Account be invested in accordance with the Model Portfolio applicable to the Account's selected Strategy and with all adjustments and rebalancing of the applicable Model Portfolio, unless and until the Strategy for the Account is changed or the Account is terminated. If, in connection with any adjustment or rebalancing of a Model Portfolio by a Portfolio Strategist, any trade in the Client's Account would result in an immaterial amount, Advisor and Client authorize the omission of any such trade. Client and Advisor acknowledge and agree that Portfolio Strategist (including AssetMark, when AssetMark acts as Portfolio Strategist) is not acting as an investment adviser to, and does not have any duties or obligations with respect to, the Client.

2.2.2. Individually Managed Accounts ("IMA") Strategies and, if a Discretionary CSA, Advisor Managed Accounts – If an IMA and, if under a Discretionary CSA, an Advisor Managed Account Strategy is selected, the Account shall be managed by the Discretionary Manager designated for the selected Strategy or the Advisor, as applicable, and Client hereby appoints the Discretionary Manager or the Advisor to act as Client's agent and attorney-in-fact to manage the Account on a fully discretionary basis. Client's grant of discretionary authority to the Discretionary Manager or Advisor includes: the authority, without first consulting the Client, to buy, sell, select, remove and replace securities and other investment Account and to determine the portion of assets in the Account that shall be allocated to each investment or asset class and to change such allocations; to select the broker-dealers or others with which transactions for the account will be effected; and to take any and all other actions on the Client's that is customary or appropriate for a discretionary investment adviser to perform.

2.2.3. Liquidation of Transferred Assets – Client acknowledges and agrees that, if they transfer securities to their Account, the securities will be sold so that the assets held in the Account are appropriate for the selected Strategy. For taxable accounts, such sales are expected to be taxable transactions. If the Account is invested in a Model Portfolio Strategy, the transferred securities shall be sold to the extent needed to so that the Account is invested consistent with the Model Portfolio. If the Account is invested in an IMA Strategy, the Discretionary Manager shall determine which securities are to be sold and when, but Client should expect that the securities will be sold consistent with the selected Strategy unless alternate arrangements have been made with the Discretionary Manager.

2.2.4. Client Rights Regarding Securities – Client has the right to withdraw securities from the Account, except as may be limited by the issuer of the security or Custodian. Client shall have the right to impose reasonable restrictions with respect to the management of the Account by a Discretionary Manager, including restricting investments in specific securities, provided that any such restrictions are subject to the approval of the applicable Discretionary Manager.

2.2.5. Shareholder Materials, Proxy Voting and Class Actions – For all Accounts, Client has the right to receive prospectuses, proxy materials and other issuer-related shareholder materials concerning the securities held in their Account (the "Shareholder Materials") and to vote all proxies and voluntary corporate actions, such as any mergers, acquisitions and tender offers, or similar occurrences, solicited with respect to securities held in each their Account; provided, however, that the delivery of Shareholder Materials and proxy voting rights shall be subject to the terms of the Client's agreement with their Custodian and the selected Custodian's policies and procedures.

In the instance of an Account invested in a Model Portfolio Strategy, unless other arrangements are made with respect to the securities held in the Client Account, the Client directs AssetMark to receive all Shareholder Materials and to vote the proxies and voluntary corporate actions in its discretion. Client represents that, under applicable instruments or governing law, Client is authorized to make such direction. In providing this proxy voting service, AssetMark is not providing continuous monitoring of the Client Account or providing advisory services other than voting proxies and voluntary corporate actions.

In the instance of an Individually Managed Account or an Advisor Managed Account not managed through the Advisor Managed Portfolios Program, unless other arrangements are made, the Client directs the Discretionary Manager to receive all Shareholder Materials with respect to the securities held in the Client Account and to vote the proxies and voluntary corporate actions in their discretion. Client represents that, under applicable instruments or governing law, Client is authorized to make such direction. Such direction may be amended by the Client at any time by delivering written notice to the Advisor and, if applicable, to the Discretionary Manager. The Advisor shall promptly deliver any such notice through AssetMark to the Discretionary Manager. Client understands and agrees that the terms and conditions of the Client's election to receive Shareholder Materials and vote proxies, or to delegate to the Discretionary Manager the voting of proxies and receipt of Shareholder Materials, is subject to the terms and conditions imposed by the Custodian and each Discretionary Manager, including the Advisor, if applicable.

If an Account, for which AssetMark votes proxies, holds shares of a fund for which AssetMark acts as adviser, AssetMark will vote 100% of the shares over which it has voting authority according to instructions it receives from its Clients, which are the Fund's beneficial shareholders. AssetMark will vote shares with respect to which it does not receive executed proxies, in the same proportion as those shares for which it does receive executed proxies. This is known as "mirror voting" or "echo voting."

In the instance of an Account managed through the Advisor Managed Portfolios Program, the Client will receive Shareholder Materials for purposes of voting any voting securities and directing the voting of any proxies and voluntary corporate actions relating to the securities held in the Account.

Neither Advisor, any Discretionary Manager, AssetMark nor any Portfolio Strategist shall advise or act for the Client with respect to any legal matters, including bankruptcies or class actions, with respect to securities held in the Account.

2.2.6. Other Clients/Services – Client acknowledges and agrees that the Advisor, the Discretionary Managers, the Portfolio Strategists and AssetMark and their affiliates may perform advisory or other services for various clients and others and take actions for other clients, other Strategies and for their own accounts that differ from those implemented in Client's Account and that these parties have no obligation to take similar actions with regard to the Strategies or Account. For example, a Discretionary Manager may purchase for Client's Account securities that they may sell for the account of another client.

Client also acknowledges and agrees that that the Advisor, the Discretionary Managers, the Portfolio Strategists and AssetMark and their affiliates may provide similar services for others that may involve the purchases or sales of securities that may have adverse effects on the price or availability of securities for Client's Account. Client agrees that the Advisor, the Discretionary Managers, the Portfolio Strategists and AssetMark and their affiliates shall not be precluded, by reason of such possible adverse effects, from recommending, advising or effecting such purchases or sales for other accounts. Client acknowledges that the processes involved in executing trades

for their Account may, and in some instances will likely, result in such trades being executed after similar trades have been executed for other accounts and that such trades for the Account may be at prices which vary from those executed for other accounts.

2.2.7. Executing brokers – With respect to a Model Portfolio Account which may include securities for which it may be impracticable to execute transactions in a single day in response to a Portfolio Strategist's adjustments or rebalancing of its Model Portfolio, Client, or Advisor, if a Discretionary CSA, hereby instructs, authorizes and directs that such Account be traded in accordance with instructions on timing and price levels given by AssetMark to the Custodian or an executing broker selected by AssetMark. Client, or Advisor, if a Discretionary CSA, retains authority over such purchases, investments, transfers, withdrawals and sales, as well as with respect to all other things necessary or incidental thereto, including effectuating tenders, exchanges, redemptions or other similar actions with respect to securities held in the Account.

3. FEES

3.1. Financial Advisor and Platform Fees – Client shall pay an annualized Advisory Fee, payable quarterly, composed of the Financial Advisor Fee and the Platform Fee.

The Financial Advisor Fee is paid to the Advisor for services to the Client and Account.

The Platform Fee provides compensation to AssetMark for maintaining the Platform and pays for the advisory, administrative, custodial and brokerage services provided the Account.

3.2. Disclosures Regarding Fees – The AssetMark Platform Disclosure Brochure contains additional information and disclosures regarding fees including: the calculation and assessment of the Advisory Fee; expenses inherent in certain investments, including, but not limited to, fees, such as Rule 12b-1 fees, applicable to certain mutual funds; separate fees, including execution and transfer fees, that may be charged by the Account's Custodian; other and indirect compensation; conflicts of interest; and the Platform Fee applicable to each Strategy. Client should review that document and direct any questions to Advisor. Client may terminate an Account at any time without penalty under this Agreement, but subject to any charges imposed by the Custodian.

3.3. Authorization to Debit Fees – Client hereby authorizes AssetMark, on behalf of the Advisor and the Discretionary Managers, to provide instructions to Client's Custodian to debit Fees payable pursuant to this Agreement from the Client's Account. Client and the Advisor agree that the Fees can be paid through the liquidation of any assets held in the Account and authorizes such transactions. Client may authorize Fees to be debited from a separate account held by the Client on the AssetMark Platform, if consistent with applicable law and AssetMark policy, by providing alternative fee payment instructions in form and content acceptable to the Advisor and AssetMark.

4. ACKNOWLEDGEMENT OF RISKS

4.1. No Limitation on Legal Obligations – Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights Client has under federal or state securities laws (or ERISA, if Client is subject to ERISA), other applicable law, or excuse the breach of any fiduciary duty owed to Client.

4.2. Acknowledgement of Risks – Client acknowledges the risks inherent in any investment and acknowledges that their Account will fluctuate in value and may incur losses. Investment returns, particularly over shorter time horizons, are highly dependent on trends in various investment markets. Client understands that past performance is not predictive of future results and acknowledges that there is no guarantee that the objectives of the Account's Strategy will be met. Client should carefully consider whether their Account's Strategy is suitable for them and their financial situation.

4.3. Not liable for Other Service Providers – Client acknowledges that Advisor, the Discretionary Managers, AssetMark, the Custodian, the Portfolio Strategists, and their respective employees and agents, are not agents or employees of each other or of any of their affiliates, and that no such party shall be liable to the Client or any other such party for any act or omission of another such party or its employees on the basis of a principal's liability for the acts or omissions of its agent or on the basis of an employer's liability for the acts or omissions of its employee. Any such party shall be liable to the Client or any other such party only to the extent of that party's own negligence, bad faith, or violation of Federal or State securities laws or breach of any applicable term of this Agreement.

4.4. Time needed for Transactions – Client acknowledges and agrees that Advisor, Custodian, AssetMark, and any Discretionary Manager have policies and procedures regarding their services that may, for example, require that instructions regarding the Account must be in writing in a form acceptable to the service provider and shall not be effective until accepted by the service provider. Advisor, Custodian, AssetMark and any Discretionary Manager shall not be liable for inaction on unaccepted or un-executable instructions and shall be entitled to rely upon previously accepted instructions until a new instruction is accepted.

Client acknowledges and agrees that a reasonable amount of time will be needed to process instructions, including but not limited to instructions to invest a new Account in its selected Strategy, change an Account's Strategy, liquidate Account assets or transfer Account assets, and that the Account assets will continue to be impacted by the market exposure of the previous investments until the requested change is complete. Client also acknowledges that Advisor, Custodian, AssetMark and any Discretionary Manager have discretion to implement certain transactions and Strategy model changes over multiple days, consistent with their trade allocation policies and their duty to treat all clients fairly and equitably, and Client agrees that Advisor, Custodian, AssetMark and any Discretionary Manager are not liable for changes in market value during these transactions and Strategy model changes. Client acknowledges that the time periods previously experienced for implementing changes or transactions may not always be available and should not be relied upon. The Account is not a brokerage account and requested changes may take two weeks or more depending on the request and/or Strategy. Advisor, AssetMark and any Discretionary Manager shall not be held liable for losses due to market value fluctuations during the time taken to implement requested changes or transactions.

4.5. Liability – To the maximum extent allowed by applicable law, and subject only to the limitations stated in section 4.1 and notwithstanding any other provision of this Agreement to the contrary, Client agrees to hold harmless the Advisor, any Discretionary Manager, AssetMark, Custodian and each of their affiliates and their members, partners, officers, directors, employees, employers, associates and agents from any and all claims, liabilities, losses, lost profit or loss of market value in the Client's account, costs, indebtedness or liabilities arising from the investment decisions made by the Advisor or the Discretionary Manager (collectively, the "Claims"). However, such limitation of liability shall not apply to any Claims against any such person to the extent that such Claims are finally judicially determined to have resulted from such person's negligence, bad faith, or violation of Federal or State securities laws by any such party, or the breach by such person of any applicable term of this Agreement. The term "judicially determined" is defined to include any final award in binding arbitration to the extent any of these enumerated causes of action are the basis for an award. Additionally, no such person shall be held harmless with respect to any such Claim that results from that person's breach of any fiduciary duty owed the Client. The provisions hereof shall not supersede or otherwise limit the effect of any provisions contained in any separate agreement between the Client and any other person. The losses referred to in this paragraph include, but are not limited to, losses due to market fluctuations that occur while new accounts, contributions, withdrawals, account adjustments are being processed, that result from trading or exchange limitations imposed by a mutual fund company, or delays in trading or rebalancing accounts that are caused by limitations imposed by mutual fund companies or the Custodian, by any third party causes over which the Advisor or the Discretionary Manager has no reasonable control, or an extraordinary event or circumstance beyond the control of the parties, such as a war, riot, crime, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, and curtailment of transportation or communication facilities, systems failures, exchange closures, epidemic, sudden legal changes, or an event described by the legal term act of God. The limitation on liability provided in this paragraph shall survive the termination of this Agreement.

Subject only to the limitations stated in section 4.1 and notwithstanding any other provision of this Agreement to the contrary, the Client agrees to hold each Portfolio Strategist, its affiliates and their respective members, partners, officers, directors, agents and employees, harmless and no such party shall have any liability whatsoever, for any loss, damage, cost or expense suffered or incurred by the Client or for any trading losses or lost profits incurred by the Client, and in no event shall any Portfolio Strategist or any of its licensors be liable to the Client or any third party for any lost profits, loss of business, lost savings or other consequential, special, punitive, incidental, indirect or exemplary damages, even if it has been advised of the possibility of such damages. The limitation on liability provided in this paragraph shall survive the termination of this Agreement.

Client understands that, in advising the Client and otherwise performing services for the Client, the Advisor may use the asset allocation models and portfolio analyses formulated by Portfolio Strategists based on data, facts, and materials provided to Portfolio Strategists by third parties and that, though the Advisor and Portfolio Strategists believe such information to be correct, the Portfolio Strategists are not able to, and therefore do not, warrant that any of the asset allocation models or analyses will meet any of the Client's requirements or that they will be accurate or error free. The Portfolio Strategists also do not warrant or guarantee any uses, information, data or other results generated from the asset allocation models and analyses, or that use

thereof will affect or improve investment performance. The Portfolio Strategists make no representation or warranty as to the potential investment profits or any other benefits that may be achieved by the Advisor's use of the Platform for the Client's account.

Neither the Advisor, any Discretionary Manager, any Portfolio Strategist, AssetMark nor any other party makes any warranty, express or implied, concerning the Platform, any information generated thereby or uses made thereof, any other methods used or materials consulted by the Advisor in connection with this Agreement, the services hereunder, or the Client's Account, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose or any warranties arising from usage of trade, course of dealing or course of performance.

5. ASSIGNMENT/TERMINATION

This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act")) by the Advisor or Discretionary Manager, if applicable, without the consent of the Client. If the Financial Advisory Firm is a partnership, the Financial Advisory Firm shall notify the Client of any change in the membership of its partnership within a reasonable period of time following the change.

This Agreement may be terminated by the Financial Advisory Firm or Client or Discretionary Manager, if any, upon written notice to the other(s).

Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination. The termination of the relationship between the Financial Advisory Firm and its associated Financial Advisor, or between the Client and the individual Financial Advisor, will have no effect on this Agreement, which will remain in full force and effect with the Financial Advisory Firm unless and until it is terminated by the Financial Advisory Firm or the Client.

6. MISCELLANEOUS

6.1. Arbitration Requirement. This section limits the Client's rights in the event of a dispute with the Advisor and/or Discretionary Manager, if any, subject to the terms of the opt-out option set forth below. Any dispute involving the Client relating to this Agreement that cannot be settled shall be taken to arbitration as set forth in the paragraphs below. Although there are other forums for the Client to seek resolution of disputes that may arise between the Advisor and the Client relating to this Agreement, including those that provide a means to seek restitution and damages, unless the Client opts-out as provide below, the Client agrees to waive such rights to resort to such alternative forums and submits to mandatory arbitration in the event any such dispute cannot be settled, unless both the Client and the Advisor consent to such an alternative forum.

This Agreement contains a predispute binding agreement to arbitrate all disputes on an individual, non-class basis unless Client opts out as provided below. All individuals and entities bound by this Agreement agree that this Agreement affects interstate commerce, so that the Federal Arbitration Act and federal arbitration law apply, notwithstanding any choice of law provision in this Agreement or the custody agreement related to an Account. By entering into this Agreement, with its arbitration provision, the parties to this Agreement agree as follows:

- 6.1.1. Unless the Client provides Advisor and AssetMark with an Arbitration Opt-Out Notice as detailed below, all parties to this Agreement are giving up the right to sue each other in court, including waiver of the right to a trial by jury or judge, except as provided by the rules of the designated arbitration forum in which a claim is to be filed, and except as set forth in section 6.1.8 below regarding claims tendered to small claims court, intellectual property claims, and certain claims for injunctive relief.**
- 6.1.2. Arbitration awards are generally final and binding; a party's ability to have a court review, reverse or modify an arbitration award is very limited.**
- 6.1.3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- 6.1.4. An arbitrator does not have to explain the reason(s) for their award in the same manner as a court.**
- 6.1.5. An arbitrator may or may not be currently or formerly affiliated with the securities industry.**
- 6.1.6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. The parties agree that applicable time limits for bringing any claim will be those that apply to the specific federal or state law claims brought by a party.**
- 6.1.7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into the Agreement.**
- 6.1.8. Unless the Client provides Advisor and AssetMark with an Arbitration Opt-Out Notice as detailed below, any controversy, claim or dispute arising out of, or relating to, this Agreement or the Account with AssetMark, the activities or relationships that involve, lead to, or result from this Agreement, including AssetMark's marketing activities, any current or former Discretionary Manager, any current or former service provider with regard to this Account, or any of their affiliates or any of the current or former officers, directors, agents and/or employees of these entities or persons or any actions, advice or services of any manner or type that were (or were to be) performed or provided by any of the above persons or entities, including but not limited to any controversy, claim or dispute arising out of or related to the breach, termination, enforcement, interpretation or validity or enforceability of this Agreement and the scope and applicability of this agreement to arbitrate or any aspect thereof (each, a "Dispute"), shall be resolved by arbitration before the Judicial Arbitration and Mediation Service ("JAMS"); provided that each party retains the right (i) to bring an individual action in small claims court (a "Small Claims Action"); (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (an "IP Protection Action"); and (iii) to bring an action seeking only injunctive relief.**

- 6.1.9. Client may opt out of the binding arbitration described in this section by sending Advisor and AssetMark written notice within thirty (30) days of executing the Application (such notice, an "Arbitration Opt-out Notice"). If the Client does not provide AssetMark with an Arbitration Opt-out Notice within the thirty (30) day period, the Client shall be deemed to have knowingly and intentionally waived its right to litigate any Dispute except with regard to a Small Claims Action, IP Protection Action, or to bring an action seeking only injunctive relief, as expressly set forth in (6.1.8) above.
- 6.1.10. In the event that (i) a party brings an IP Protection Action; (ii) the Client timely provides AssetMark with an Arbitration Opt-out Notice; or (iii) this Arbitration Requirement section is found not to apply, the exclusive jurisdiction and venue of any Dispute shall be the state and federal courts located in the state in which the principal executive offices of the Financial Advisory Firm are located, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. The parties further agree to waive their rights to a jury trial.
- 6.1.11. The arbitration shall be administered by JAMS pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. In a Dispute involving \$10,000 or less, any hearing shall be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. If a hearing is warranted, arbitration shall be held at the JAMS office closest to the Client's address of record or such other location as the parties may agree. Arbitration shall proceed on an individual basis and shall be handled by a sole arbitrator, who shall be a retired judicial officer. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then JAMS shall appoint the arbitrator in accordance with the JAMS rules. The arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to a party in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this Section 6.1.11, if a party seeks injunctive relief that would significantly impact other Clients as reasonably determined by either party, the parties agree that such arbitration shall proceed on an individual basis but shall be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may, if selected by either party or as the chair by the two party-selected arbitrators, participate in the arbitral panel. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, status or results of any arbitration hereunder without the prior written consent of the other parties in the arbitration.
- 6.1.12. Class Action Waiver. All disputes shall be adjudicated only on an individual basis and not in a class or representative action or as a member of a class, mass, consolidated or representative action, irrespective of the forum in which they are heard. Any claim asserted by a party shall not be joined, for any purpose, with the claim or claims of any other person or entity, unless all parties specifically agree to joinder of individual actions. If a court or arbitrator determines in an action between the parties that this waiver is unenforceable, the parties' agreement to arbitrate shall be void for purposes of that particular action. The parties do not consent to class arbitration. Unless consented to in writing by all parties, an award in arbitration shall determine the rights and obligations of such parties only, and only with respect to the Dispute(s) in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than all parties to the arbitration, or resolve any Dispute of anyone other than any such party; nor (b) make an award for the benefit of, or against, anyone other than any such party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this specific paragraph, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.
- 6.1.13. The arbitration shall be final and binding, and judgment on the award may be entered in any court having jurisdiction. The parties understand that by agreeing to arbitration, they are waiving all rights to seek remedies in court and waiving any procedural mechanisms that may be available in court. Nothing in this Agreement shall be read to eliminate or abridge any substantive legal right (as opposed to a procedural right, mechanism or forum) that the parties may have under federal or state law, including federal and state securities laws and ERISA.
- 6.1.14. An arbitrator may award on an individual basis any relief that would be available in a court, including declaratory or injunctive relief and attorneys' fees where provided for by statute or law, except that, unless prohibited by applicable law, the parties agree not to pursue any claim for punitive damages. In addition, for claims where less than \$75,000.00 is in dispute, if the arbitrator finds that the Client is the prevailing party in the arbitration, the Client shall be entitled to a recovery of attorneys' fees and costs. Except for claims determined to be frivolous, AssetMark agrees not to seek an award of attorneys' fees in arbitration of any individual claim where less than \$75,000.00 is in dispute, even if an award is otherwise available under applicable law.
- 6.1.15. For claims where less than \$75,000 is in dispute, AssetMark shall pay all arbitrator fees, unless the arbitrator(s) finds that either the substance of the Client's claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). For claims where more than \$75,000 is in dispute, the payment of filing, administration and arbitrator fees shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.
- 6.1.16. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, status or results of any arbitration hereunder without the prior written consent of the other parties in the arbitration.

6.1.17. This Arbitration Requirement section and agreement to arbitrate shall survive termination of this Agreement. With the exception of Section 6.1.12, "Class Action Waiver," if a court decides that any part of this Section 6.1 is invalid or unenforceable, then the remaining portions of this Section 6.1 shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section 6.1.12, "Class Action Waiver" to be invalid or unenforceable, then the entirety of this Section 6.1 "Dispute Resolution By Binding Arbitration" shall be deemed void and any remaining Dispute must be litigated in court pursuant to Section 6.1.10.

6.2. Choice of Law – This Agreement shall be construed under the laws of the state in which the principal executive offices of the Financial Advisory Firm are located, a manner consistent with the Advisers Act and the rules and regulations thereunder.

6.3. Validity of Provisions – If any provision of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable. Section and paragraph headings are for convenience only and are not of substantive effect.

6.4. Third-Party Beneficiaries – AssetMark, the Portfolio Strategists, the Discretionary Managers, and Providers are intended third party beneficiaries to this Agreement.

6.5. Entire Agreement – This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. Notwithstanding the foregoing, AssetMark may cause this Agreement to be amended by providing both the Client and the Advisor, and any Discretionary Manager then designated by the Client for an Account, with written notice of any amendment that AssetMark, in its sole discretion, deems necessary or desirable in the administration of the Platform and Account, and providing the Advisor and the Client, and any Discretionary Manager then designated by the Client for an Account, sufficient time in advance of the effective date of any such amendment for either such party to terminate this Agreement. If the parties continue the Account after the effective date stated in any such notice, the amendment shall be effective as set forth in the notice.

Privacy Policy

For AssetMark, Inc., AssetMark Trust Company, AssetMark Services, Inc., AssetMark Wealth Services, Inc., and AssetMark Brokerage, LLC. (together "AssetMark").

Rev. 12/2025

FACTS	What does AssetMark do with your personal information?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect, and share depend on the products or services you have with us. This information can include:</p> <ul style="list-style-type: none"> Social Security number and credit history Income and account balances Transaction history and investment experience <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non-affiliates to market to you.	No	We don't share
Questions? Toll Free: (800) 664-5345		

Who We Are	
Who is providing this notice?	AssetMark, Inc., AssetMark Trust Company, AssetMark Services, Inc., AssetMark Wealth Services, Inc., and AssetMark Brokerage, LLC.
What We Do	
How does AssetMark protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does AssetMark collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Direct us to buy or sell securities • Enter into an investment advisory contract • Open an account or seek advice about your investments <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes- information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that use the name AssetMark, along with other financial companies listed under the heading "AssetMark Legal Entities."</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>We do not share with non-affiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include other financial institutions.</i>

Other Important Information

California. We will share your personal information for joint marketing purposes unless you opt out of that sharing. For instructions on how to opt out, please see our separate notice to you entitled "Important Privacy Choices for Consumers." California residents have additional rights over personal information that we collect for purposes other than providing financial products and services to you. For an explanation of the rights available to California residents, please see our "California Privacy Policy."

For Nevada residents only. We are providing you this additional notice under state law. You may be placed on our internal Do Not Call List by calling us at (800) 664-5345. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginfo@ag.nv.gov. AssetMark, Inc., 1655 Grant Street, 10th Floor, Concord, CA 94520-2445. Tel: (800) 664-5345

North Dakota: We will not share your personal information with non-affiliates for joint marketing purposes without your authorization.

Vermont. If you are a Vermont resident, we will automatically limit sharing of your information for joint marketing purposes. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

"AssetMark Legal Entities." AssetMark, Inc., AssetMark Trust Company, AssetMark Services, Inc., AssetMark Brokerage, LLC, AssetMark Wealth Services, Inc., Voyant, Inc., Atria Investments, Inc. (DBA "Adhesion Wealth Advisor Solutions"), and Efficient Advisors, LLC.

AssetMark, Inc.
1655 Grant Street
10th Floor
Concord, CA 94520-2445
800-664-5345

You are receiving this Privacy Policy because you are a client of AssetMark, Inc. AssetMark Services, Inc. and/or AssetMark Trust Company.

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California Notice at Collection of Personal Information

Account Holders & Prospective Account Holders

Rev. 11/2025

This Notice at Collection describes the categories of California Personal Information that we collect from account holders and prospective account holders. If you would like to learn more about our information practices, please visit our privacy policy at <https://www.assetmark.com/california-privacy-policy>. In this Notice at Collection, “we,” “us,” and “our” refer to AssetMark, Inc., AssetMark Trust Company, AssetMark Services, Inc., AssetMark Wealth Services, Inc., and AssetMark Brokerage, LLC (collectively, “AssetMark”). “You” refers to you, an individual.

Information We Collect

CATEGORIES OF INFORMATION WE COLLECT	PURPOSE FOR WHICH THE INFORMATION WILL BE USED	LENGTH OF TIME WE KEEP THE INFORMATION
Identifiers, such as your name, address, Internet Protocol (IP) address, device identifier, e-mail address, account name and number, telephone number(s), signature and sensitive personal information such as social security number, driver’s license number, and passport number.	<ul style="list-style-type: none">• To service your accounts and provide financial products and services to you.• To comply with legal requirements.• To advertise and market our products and services to you.• To detect fraud and security incidents and analyze activity on our websites.	As required by law. Typically a minimum of six years.
Commercial information, such as products or services purchased.	<ul style="list-style-type: none">• To service your accounts and provide financial products and services to you.• To advertise and market our products and services to you.	As required by law. Typically, a minimum of six years.
Internet or other electronic network activity, such as your interaction with our websites.	<ul style="list-style-type: none">• To service your accounts and provide financial products and services to you.• To advertise and market our products and services.• To detect security incidents and fraud, and to analyze activity on our website.	A maximum of 26 months.
Audio information, such telephone calls on recorded lines.	<ul style="list-style-type: none">• To service your accounts and provide financial products and services to you.• To detect fraud and maintain security.	Three years.

CATEGORIES OF INFORMATION WE COLLECT	PURPOSE FOR WHICH THE INFORMATION WILL BE USED	LENGTH OF TIME WE KEEP THE INFORMATION
Visual information, such as images from security cameras in certain locations in our offices and surrounding areas.	<ul style="list-style-type: none"> To maintain security. 	30 days.
Professional or employment-related data, such as your work history and income.	<ul style="list-style-type: none"> To service your accounts and provide financial products and services to you. 	As required by law. Typically a minimum of six years.
Inferences drawn from the information we collect about you.	<ul style="list-style-type: none"> To service your accounts and provide financial products and services to you. To advertise and market our products and services to you. 	No longer than the information on which the inferences are based.
Sensitive personal information, including your log-in and account number in combination with any security or access code or password.	<ul style="list-style-type: none"> To service your accounts and provide financial products and services to you. To detect fraud and maintain security. 	As required by law. Typically a minimum of six years.

Information We Sell or Share

We do not sell or share your California Personal Information with third parties unless you have directed us to share this information through your affirmative acceptance of Marketing Cookies from AssetMark.com or Targeting Cookies from eWealthManager.com. If you have opted in and accepted those cookies, our websites share your IP address, the URL you came from, and your interaction with our websites with our analytics providers, third-party advertising networks, and social media platforms for their use in cross-context behavioral advertising across multiple websites. You can withdraw your consent at any time:

- Specifically, for ewealthmanager, at any time via Manage Preferences, selecting “Cookies Settings” and toggling off performance cookies and targeting cookies. You may also send us an opt-out preference signal through your privacy controls available on your web browser;
- Specifically, for assetmark.com, at any time via Manage Preferences and toggling off performance cookies and marketing cookies.

The online version of this policy, together with live links, can be found at:

<https://www.assetmark.com/california-privacy-notice-at-collection>

AssetMark, Inc.
1655 Grant Street
10th Floor
Concord, CA 94520-2445
800-664-5345

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ERISA 408b-2 Disclosures

AssetMark, Inc. — Advisor Model

ERISA regulation 408b-2 requires that certain (“covered”) service providers disclose compensation and other information to ERISA pension plans. Below is that information for ERISA plans that have a Client Services Agreement with a Financial Advisory Firm that uses the Platform sponsored by AssetMark, Inc. (“AssetMark”) and that may use AssetMark Trust (“AssetMark Trust”) as custodian. These fees are not additional compensation paid to AssetMark and AssetMark Trust. This is compensation payable pursuant to clients’ agreements with AssetMark and AssetMark Trust and that may be received by AssetMark, AssetMark Trust and their affiliates and sub-contractors due to those arrangements. Covered service providers, other than AssetMark and AssetMark Trust, may provide their own disclosures separately.

A DESCRIPTION OF THE SERVICES PROVIDED TO THE PLAN

If selected as a Discretionary Manager, AssetMark or a third-party investment adviser will provide discretionary investment advisory services to the account. Please refer to CSA, including section 1(b).

If selected as custodian, AssetMark Trust will provide custodial services for Client’s account assets. Please refer to AssetMark Trust’s Custody Agreement, including sections 1 through 10.

STATEMENT REGARDING STATUS OF SERVICE PROVIDER

If designated a Discretionary Manager, AssetMark will provide services to the Client as a fiduciary (within the meaning of ERISA 3(21)) and as an investment adviser registered under the Investment Advisers Act of 1940 for that portion of the Plans’ assets it manages. Please refer to the CSA.

AssetMark Trust does not act as an ERISA 3(21) fiduciary to the Plan and is not an investment adviser registered under the Investment Advisers Act of 1940.

COMPENSATION

DIRECT COMPENSATION

If designated a Discretionary Manager, AssetMark will receive compensation as provided in the CSA, including its Section 3, Fees, and the Client Billing Authorization, appended to the CSA, and disclosed in the AssetMark Disclosure Brochure, Item 4. Any Discretionary Manager will receive compensation. If the client has selected an IMA, a portion of the Platform Fee will be paid to the Discretionary Manager.

AssetMark Trust will receive the compensation specified in the Custody Agreement. Please refer to the Custody the Agreement, including sections 11-14 and Exhibit A.

INDIRECT COMPENSATION

Paid to AssetMark by Mutual Funds. AssetMark serves as investment adviser and provides administrative services to the GuideMark and GuidePath Funds, which are funds that may be included in client accounts. The fees paid AssetMark are disclosed in the funds’ prospectuses. AssetMark may receive from funds it advises expense reimbursements to repay AssetMark for its previous fee waivers or expense assumptions. The AssetMark-advised funds also pay a portion of the salary of their chief compliance officer, an AssetMark employee.

Paid to Discretionary Manager by Mutual Funds. If a Discretionary Manager invests in funds that they manage, the Discretionary Manager will receive that compensation specified in the funds’ prospectuses.

Paid to AssetMark Trust from Mutual Funds and Other Financial Institutions. Mutual funds and/or their service providers may pay service fee income to custodians and other services providers for administrative services to the funds and/or their service providers, including but not limited to: maintenance of an omnibus account with the fund or its designated transfer agent; transmission of net share purchase and redemption orders to the funds; maintenance of separate fund share ownership and related accounting records for each Client; processing and settlement of Client fund share transactions; providing Clients with fund transaction confirmations, periodic statements showing fund shares owned and annual gain/loss reporting; delivery of fund prospectuses, proxy materials, reports, and other information as required; and creation and delivery of forms and reports required to be sent to Clients pursuant to the federal tax laws. This compensation may be funded through funds’ Rule 12b-1 fees, from sub-transfer agency fees assessed funds’ assets, from the general assets of funds’ advisers or through other sources. Fidelity Brokerage Services LLC and National Financial Services LLC (“Fidelity”) provide brokerage services and act as sub-custodians to AssetMark Trust and Fidelity has such agreements with mutual funds and/or their service providers. AssetMark Trust performs many of these services. Fidelity pays to AssetMark Trust a percentage of the service fee income it receives related to mutual fund holdings. AssetMark Trust will generally not receive service fee income directly from mutual funds and/or their service providers.

The following table lists the service fee income related to mutual fund investments that is expected to be received by AssetMark Trust as annual rates on the average daily market values of AssetMark Trust accounts invested in the specified Strategy. The actual amounts may vary. The range of service fee income that is paid by mutual funds and/or their services providers and other financial institutions is approximately 0.0% to 1.2% of the funds’ average daily net assets.

AVERAGE PERCENTAGE INDIRECT COMPENSATION PAID TO ASSETMARK TRUST

STRATEGY	AVERAGE
ADMINISTRATIVE ACCOUNTS	0.010%
ADVISOR MANAGED PORTFOLIOS	0.016%
EXCHANGE TRADED FUNDS	0.005%
GMS (UMA)	0.001%
GUIDEPATH FUNDS	0.100%
GUIDED INCOME SOLUTIONS	0.000%
INDIVIDUALLY MANAGED ACCOUNTS	0.007%
MULTI STRATEGY	0.029%
MUTUAL FUNDS	0.109%
PMP	0.000%
SAVOS PERSONAL PORTFOLIO CUSTOM	0.003%

AssetMark Trust maintains a FDIC-Insured Cash Program for the deposit of cash at third-party banks. The Program Banks pay AssetMark Trust for the administrative and recordkeeping services it provides. The Program Fee may be up to 4%. The maximum 4% fee will be calculated on an annualized basis, viewed on a rolling twelve-month basis, and across all Deposit Accounts. The Program Fee paid AssetMark Trust is expected to be 4.02% for the Insured Cash Deposit Program and 1.80% for the High Yield Cash Program. The actual amounts may vary.

Paid to Sub-Custodian by AssetMark Trust. In fulfilling its custodial and brokerage responsibilities, AssetMark Trust may use sub-custodians and directs most, if not all, transactions to Fidelity Brokerage Services LLC and/or National Financial Services LLC (“Fidelity”). Brokerage expenses are generally not directly assessed against client accounts. Instead, Fidelity is compensated by AssetMark Trust, from its general, corporate assets, pursuant to contract. AssetMark Trust pays Fidelity for brokerage at the approximate, average annual rate of 0.08% of those account assets invested in exchange-traded securities and certain mutual fund share classes.

Paid to AssetMark by Strategists and Investment Management Firms. AssetMark contracts with investment advisers, e.g., the Strategists, and others for services that it uses in providing investment advice to clients. These firms may contribute at their discretion to the costs of AssetMark’s annual conference to educate Financial Advisors regarding the AssetMark Platform. These payments to AssetMark, collectively, are annually approximately 0.0018% of the average daily market value of accounts on the AssetMark Platform.

INDIRECT COMPENSATION AND COMPENSATION PAID BETWEEN RELATED PARTIES

Paid to AssetMark Trust by AssetMark. AssetMark compensates AssetMark Trust for the custodial and administrative services provided.

COMPENSATION UPON ACCOUNT TERMINATION

AssetMark Trust charges a \$125 Account Termination Fee. Please refer to Custody Agreement, Section 13.

ADDITIONAL COMPENSATION

Paid to AssetMark by Financial Advisory Firms. AssetMark sponsors the AssetMark Platform. Pursuant to contract with the Financial Advisory Firm and not as a “covered service provider” as defined by ERISA regulation 408b-2, AssetMark provides certain administrative services to the Financial Advisory Firm. In consideration of these services, the Financial Advisor Firm pays AssetMark the Platform Fee, which is a portion of the Advisory Fee charged the Client Account, as provided in the CSA, including its Section 3, Fees and as specified in the Platform Disclosure Brochure, Item 4. Additionally, if a Financial Advisor has signed up with AssetMark for at least a year and the total value of the Platform accounts associated with his office is less than \$1 million (\$1,000,000), a Quarterly Maintenance Fee of \$250 is payable to AssetMark to the lead Financial Advisor of that office.

OTHER SERVICE PROVIDERS – FINANCIAL ADVISOR AND FINANCIAL ADVISORY FIRM

By providing consulting services related to the selection of services providers for the Plan, your Financial Advisor and Financial Advisory Firm may be considered “covered service providers” subject to the disclosure requirements of ERISA regulation 408b-2. The Financial Advisory Firm will receive the Financial Advisor Fee. Please refer to the fees and compensation section of the Platform Disclosure Brochure for specific information. AssetMark may pay from its general revenues amounts to certain Financial Advisory Firms for marketing support; your Financial Advisory Firm may be included in this group. AssetMark may also use its general revenue to reimburse certain financial advisors for certain business expenses under the Advisor Benefits Program, your financial advisor firm may be included in this group.

AssetMark, Inc.

1655 Grant Street
10th Floor
Concord, CA 94520-2445
800-664-5345

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