



SignatureFD, LLC

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ADV Part 2A, Firm Brochure

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This brochure provides information about the qualifications and business practices of SignatureFD, LLC (the “Registrant”). If you have any questions about the contents of this brochure, please contact us at (404) 253-7600 or Katie.Amy@signaturefd.com. 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.

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

Item 2 Material Changes

This brochure provides prospective clients with information about SignatureFD, LLC that should be considered before or at the time of obtaining our advisory services. We are required to update this item to describe the material changes made to this brochure on an annual basis and deliver to you, within 120 days of the end of the calendar year, a free updated brochure that includes or is accompanied by a summary of material changes; or a summary of material changes and an offer to provide a copy of the updated brochure and how to obtain it. We will also provide you with interim disclosures regarding material changes, as necessary.

Since the March 29, 2022 annual amendment filing, this brochure has been amended as follows:

- We amended Item 4 to describe our use of a third-party order management system to facilitate the management of certain “held away” assets.
- We amended Item 5 to provide more information about certain transactional fees charged by Fidelity Institutional Wealth Services (“Fidelity”) for clients that maintain their accounts at FIWS. Specifically, these fees are incurred for household accounts with less than \$1 million on equities transactions where the client is not enrolled in e-delivery of statements.
- We amended Item 10 to provide more information about certain conflicts of interest associated with our recommendation of certain private placement life insurance contracts through Lombard International and how we seek to mitigate those conflicts of interest.
- We amended Item 10 to provide more information about certain of our representatives relationships with insurance brokerage general agencies, the conflicts of interest those arrangements create, and how we seek to address those conflicts of interest.
- We amended Item 14 to describe the AE Medicare Solutions Referral Agreement that we recently entered with Advisors Excel, LLC.

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Item 4 **Advisory Business**

- A. SignatureFD, LLC, (the “Registrant”) is a limited liability company formed on June 18, 1997 in the State of Georgia. The Registrant became registered as an Investment Adviser Firm in July 2001. The Registrant’s Board of Managers oversees and directs operations of the firm as well as the Senior Leadership Team which is led by Heather Robertson Fortner, the firm’s Chief Executive Officer.
- B. As discussed below, the Registrant offers to its clients (individuals, business entities, trusts, estates and charitable organizations, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning and related consulting services.

INVESTMENT ADVISORY SERVICES

Wealth Management Services

The client can determine to engage the Registrant to provide discretionary wealth management services (financial planning-to the extent requested by the client, and investment management) on a *fee* basis. The Registrant’s annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under the Registrant’s management (between 0.50% and 1.00%) as follows:

Client’s Assets Under Management	Fee (as a percentage of assets)
First \$5,000,000	1.00%
Above \$5,000,000	0.50%

The Registrant remains available to address planning issues with the wealth management client on an ongoing basis. The Registrant’s fee will remain the same regardless of whether or not the client determines to address planning issues with the Registrant.

Financial Planning and Consulting Services (Stand-Alone)

To the extent requested by a client, the Registrant *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. Registrant’s planning and consulting fees are negotiable, but generally range from \$3,000 to \$15,000 on a fixed fee basis, and from \$200 to \$500 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

Prior to engaging the Registrant to provide planning or consulting services, clients are generally required to enter into a Financial Planning and Consulting Agreement with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services.

If requested by the client, Registrant may recommend the services of other professionals for implementation purposes, including the Registrant’s representatives and/or Registrant’s affiliated entities in their separate licensed capacities. (*See* disclosure in Item 10). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. If the client engages any such

recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged recommended professional[s] (i.e. attorney, accountant, insurance agent, etc.), and not Registrant, shall be responsible for the quality and competency of the services provided. It remains the client's responsibility to promptly notify the Registrant if there is ever any change in their financial situation or investment objectives so that the Registrant can review, and if necessary, revise its previous recommendations and/or services.

MISCELLANEOUS

Investment Management Services (Stand-Alone). In addition to its comprehensive wealth management services, the Registrant, in its exclusive discretion, may determine to provide investment management services on a stand-alone basis. The Registrant's annual investment advisory fee for these services shall be based upon a percentage (%) of the market value of the assets placed under the Registrant's management, as follows:

Client's Assets Under Management	Fee (as a percentage of assets)
First \$5,000,000	1.00%
Above \$5,000,000	0.50%

Although there is no difference in the advisory fee schedule between an investment management only engagement and a wealth management engagement (i.e., an engagement inclusive of ongoing financial planning and related consulting services), a client must generally place a minimum of \$2 million of assets under Registrant's management for a wealth management engagement. Should an investment management only client desire financial planning and related consulting services, the Registrant generally remains available to provide such services on a separate stand-alone fee basis.

Non-Investment Consulting/Implementation Services. To the extent requested by the client, the Registrant may provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. To the extent requested by a client, the Registrant may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.), including the Registrant's representatives and/or Registrant's affiliated entities as discussed below. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged recommended professional[s] (i.e. attorney, accountant, insurance agent, etc.), and not Registrant, shall be responsible for the quality and competency of the services provided. It remains the client's responsibility to promptly notify the Registrant if there is ever any change in their financial situation or investment objectives so that the Registrant can review, and if necessary revise, its previous recommendations and/or services.

Held Away Account Management. The Registrant also uses a third-party platform to facilitate the discretionary management of held away accounts such as employer-sponsored retirement plan participant accounts. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided

to the client or client can schedule meeting with Registrant allowing client to connect one or more accounts to the platform. Once a client's account is connected to the platform, the Registrant will review the current account allocations. When deemed necessary, the Registrant will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time and manage internal fees that harm account performance. The Registrant will review client accounts at least quarterly and allocation changes will be made as deemed necessary. The Registrant has agreed to pay the software provider an annualized asset-based fee that begins at 0.25% for assets managed using the platform. The Registrant is currently responsible for this expense.

Data Aggregation Services using eMoney Advisor and ByAll Accounts. Registrant may use or provide its clients with access to an online platform hosted by "eMoney Advisor" or ByAll Accounts, Inc. (the "aggregators"). Among other things, the aggregators allow a client to view their complete asset allocation, including those assets that Registrant does not manage (the "Excluded Assets"). Registrant does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, Registrant will not be responsible for the investment performance of the Excluded Assets. Rather, the client will be responsible for monitoring and managing the Excluded Assets. The client, however, may choose to engage Registrant to manage some or all of the Excluded Assets. The aggregators also provide access to other types of information, including financial planning concepts, which are not reviewed by, or approved of by Registrant, and clients are solely responsible for any financial planning decision made based on their use of the aggregators without Registrant's assistance or oversight.

Insurance Products and Services. Registrant is a licensed accident, sickness, casualty, life and property insurance agency and provides insurance related services to its clients. In addition, certain of Registrant's members and representatives, in their individual capacities, are licensed insurance agents. No investment advisory client is required to engage Registrant, its Principals and/or representatives for insurance related services.. They maintain various relationships with brokerage general agencies and these relationships create conflicts of interests. In addition, certain products recommended through Lombard International may result in the Registrant receiving fees that differ from those included in the fee schedules above. See Item 10 below for more information about these services and the conflicts of interest these arrangements create.

Private Investment Funds.

SignatureFD Private Equity Fund, L.P.

SignatureFD, LLC is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of SignatureFD Private Equity Fund GP, LLC ("*PEF*"). *PEF* is the General Partner of SignatureFD Private Equity Fund, LP (the "*Private Equity Fund*"), a private investment fund whose objective is to invest in the private equity asset class by allocating *Private Equity Fund* assets among multiple private equity strategies. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Private Equity Fund*. To the extent that Registrant's individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners of the *Private Equity Fund*. The terms and conditions for participation in the

Private Equity Fund, including management and/or incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in the *Private Equity Fund* offering documents, which each prospective investor client shall receive and shall be required to complete. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Private Equity Fund*.

SignatureFD Private Asset Fund, L.P.

SignatureFD, LLC is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of SignatureFD Private Asset GP, LLC (“*Private*”). *Private* is the General Partner of SignatureFD Private Asset Fund, LP (the “*Private Fund*”), a private investment fund whose objective is to allow investors to take advantage of long term strategic investment opportunities in the private asset space in a way that maintains flexibility and ample diversification by allocating *Private Fund* assets among multiple investment managers, and other private equity, debt and real estate investments. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Private Fund*. To the extent that Registrant’s individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners of the *Private Fund*. The terms and conditions for participation in the *Private Fund*, including management and/or incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in the *Private Fund* offering documents, which each prospective investor client shall receive and shall be required to complete. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Private Fund*.

Fairway Real Asset Fund I, L.P.

SignatureFD, LLC is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of Fairway RA Fund Manager, LLC (“*Fairway*”). *Fairway* is the General Partner of Fairway Real Asset Fund I, LP (the “*Fairway Fund*”), which is a private investment fund that primarily invests in other private investment funds that invest primarily in timber and oil and gas limited partnerships. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Fairway Fund*. To the extent that Registrant’s individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners in the *Fairway Fund*. The terms and conditions for participation in the *Fairway Fund*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the *Fairway Fund* offering documents which each prospective investor client shall receive. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Fairway Fund*.

Risks. Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund’s offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified

for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Conflict Of Interest. Because Registrant and/or its affiliates can earn compensation from the Fund (i.e., management fees, performance fees, incentive compensation, etc.) that could generally exceed the fee that Registrant would earn under its standard asset-based fee schedule referenced in Item 5 below, the recommendation that a client become a Fund investor presents a conflict of interest. No client is under any obligation to become a Fund investor. Given the conflict of interest, Registrant advises that clients consider seeking advice from independent professionals (i.e., attorney, accountant, adviser, etc.) of their choosing prior to becoming a Fund investor. No client is under any obligation to become a Fund investor.

Valuation. In the event that the Registrant references private investment funds owned by the client on any supplemental account reports prepared by the Registrant, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation or estimate provided by the fund sponsor. If the valuation reflects the initial purchase price (and/or a value or estimate as of a previous date), the current value(s) (to the extent ascertainable) could be significantly more or less than the original purchase price.

Independent Managers. The Registrant may allocate (and/or recommend that the client allocate) a portion of a client's investment assets among unaffiliated independent investment managers in accordance with the client's designated investment objective(s). In such situations, the *Independent Manager[s]* shall have day-to-day responsibility for the active discretionary management of the allocated assets. The Registrant shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which the Registrant shall consider in recommending *Independent Manager[s]* include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated *Independent Manager(s)*, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, are in addition to Registrant's ongoing investment advisory fee. Fees charged by Registrant pursuant to the use of *Independent Manager(s)* may be either in advance or arrears depending upon the specific Independent Manager relationship, and will be disclosed to the client at the point of entering into the advisory relationship.

Retirement Rollovers - Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Registrant recommends that a client roll over their retirement plan assets into an account to be managed by Registrant, such a recommendation creates a conflict of interest if Registrant will earn new (or increase its current) compensation as a result of the rollover. Whether Registrant provides a recommendation as to whether a client should engage in a rollover or not, Registrant is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. No client is under any obligation to rollover retirement plan assets to an account managed by Registrant.

Use of Mutual Funds, ETFs, and Pooled Investment Vehicles: Registrant recommends mutual funds, exchange traded funds, and other pooled investment vehicles. In addition to Registrant’s investment advisory fee described below, and transaction and/or custodial fees discussed below, clients will also incur, relative to all pooled investment vehicles, charges imposed at the fund level (e.g. management fees and other fund expenses).

Client Obligations. In performing its services, Registrant shall not be required to verify any information received from the client or from the client’s other professionals, and is expressly authorized to rely thereon. It remains the client’s responsibility to promptly notify the Registrant if there is ever any change in their financial situation or investment objectives so that the Registrant can review, and if necessary revise, its previous recommendations and/or services.

- C. The Registrant shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client’s investment objective(s). Thereafter, the Registrant shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on the Registrant’s services.
- D. The Registrant does not sponsor a wrap fee program.
- E. As of January 31, 2023, the Registrant had \$5,455,293,151 in assets under management on a discretionary basis and \$576,670,691 in assets under management on a non-discretionary basis. The Registrant has separately managed account relationships with certain clients where the client has invested in pooled investment vehicles managed by the Registrant. The firm has reported these assets in Form ADV, Part 1A with respect to both relationships. The numbers above are reported by excluding the assets that are invested in a client’s separately managed account in an affiliated private investment fund.

Item 5 Fees and Compensation

A. INVESTMENT ADVISORY SERVICES

Wealth Management Services

If a client determines to engage the Registrant to provide wealth management services (financial planning-to the extent requested by the client, and investment management) on a *fee* basis, the Registrant’s annual investment advisory fee shall be based upon a percentage (%) of the market value of the assets placed under the Registrant’s management (between 0.50% and 1.00%) as follows:

Client’s Assets Under Management	Fee (as a percentage of assets)
First \$5,000,000	1.00%
Above \$5,000,000	0.50%

Financial Planning and Consulting Services (Stand-Alone)

To the extent specifically requested by a client, the Registrant *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee

basis. Registrant’s planning and consulting fees are negotiable, but generally range from \$3,000 to \$15,000 on a fixed fee basis, and from \$200 to \$500 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

Investment Management Services (Stand-Alone). In addition to its comprehensive wealth management services, the Registrant, in its exclusive discretion, may determine to provide investment management services on a stand-alone basis. The Registrant’s annual investment advisory fee for these services shall be based upon a percentage (%) of the market value of the assets placed under the Registrant’s management, as follows:

Client’s Assets Under Management	Fee (as a percentage of assets)
First \$5,000,000	1.00%
Above \$5,000,000	0.50%

Although there is no difference in the advisory fee schedule between an investment management only engagement and a wealth management engagement (i.e., an engagement inclusive of ongoing financial planning and related consulting services), a client must generally place a minimum of \$2 million of assets under Registrant’s management for a wealth management engagement. Additionally, the Registrant imposes a minimum fee of \$15,000 for its wealth management Services (\$3,750 each quarter) and \$5,000 for its Investment Management Services (\$1,250 each quarter). Should an investment management only client desire financial planning and related consulting services, the Registrant generally remains available to provide such services on a separate stand-alone fee basis as described above.

Registrant, in its discretion, may charge a lesser investment advisory fee, charge a flat fee, waive its fee entirely, or charge a fee on a different interval, based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

- B. Clients may elect to have the Registrant’s advisory fees deducted from their custodial account. Both Registrant’s wealth management and investment advisory Agreement the custodial/clearing agreement may authorize the custodian to debit the account for the amount of the Registrant’s investment advisory fee and to directly remit that management fee to the Registrant in compliance with regulatory procedures. In the limited event that the Registrant bills the client directly, payment is due upon receipt of the Registrant’s invoice. The Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.
- C. **Custodial Fees.** As discussed below at Item 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Registrant generally recommends that Schwab, TD Ameritrade or Fidelity serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab, TD Ameritrade and Fidelity charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-

ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian (while certain custodians, including Schwab, TD Ameritrade and Fidelity, do not currently charge fees on individual equity transactions, others do). When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom Registrant and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a “trade-away” fee charged by *Schwab, TD Ameritrade and/or Fidelity*). These fees/charges are in addition to Registrant’s investment advisory fee at Item 5 below. Registrant does not receive any portion of these fees/charges.

Fidelity Institutional Wealth Services (“Fidelity”) charges clients \$2.95 for online transactions that we or the client place in domestic equity securities, ETF, and exchange traded notes for all householded accounts under \$1 million USD that are not enrolled in eDelivery of account statements and confirmations. Clients seeking to avoid these transaction fees should enroll in eDelivery. Our other custodians do not impose these transaction costs on clients and you should be guided accordingly. In addition, custodians where we have institutional trading arrangements may have different trading costs for mutual funds and other securities now and in the future. While we believe each of their commissions and transaction fees are reasonable, clients remain responsible for selecting the custodian for their account.

- D. Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. For purposes of calculating our advisory fee, SignatureFD considers the absolute value of the securities in a client’s account with no offset for any margin or debit balances. The Registrant generally requires a minimum asset level of \$2 million for investment advisory services.

Registrant will adjust its fee for single contributions or withdrawals that exceed \$100,000 on any given day during a quarter. The Registrant will generally not make any other adjustments for contributions or withdrawals unless the Registrant and the client agree to do so. Adjustments are made by providing a credit for withdrawals or applying a fee for contributions in the following quarter based upon an adjustment for the number of days remaining in the quarter of which the transaction occurred.

The wealth management or investment advisory Agreement between the Registrant and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the wealth management or investment advisory Agreement. Upon termination, the Registrant shall return to the client the pro-rated portion of the advance paid advisory fee based upon the number of days that services were provided during the billing quarter.

- E. Neither the Registrant, nor its representatives accept compensation from the sale of securities or other investment products, except for the sale of insurance products. See Item 10 below for more information about the conflicts of interest associated with the sale of insurance.

Item 6 Performance-Based Fees and Side-by-Side Management

Neither the Registrant nor any supervised person of the Registrant accepts performance-based fees from clients. However, one or more of the affiliated private funds charge investors performance-based fees. The terms and conditions for the affiliated private funds, including their management and incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in each affiliated private fund's offering documents, which each prospective investor client shall receive and shall be required to complete.

Differences can exist across the affiliated private funds in the total fees paid by each affiliated private fund, the amount of assets in each affiliated private fund and in the amount of investments (or investments by affiliates) in each affiliated private fund. These differences could create an incentive to favor one affiliated private fund over other affiliated private funds in terms of how much time and energy Registrant places into managing an affiliated private fund.

Generally, Registrant does not face conflicts of interest in allocation of investment opportunities or trades across affiliated private funds, because each affiliated private fund that has uncommitted capital has a sufficiently different investment mandate. In the event any issue involving allocation of investment opportunities or trades arises, the Registrant will endeavor to resolve it in a manner they deem fair and equitable.

In addition, Registrant believes certain clients potentially stand to benefit by accessing alternative investment strategies through the affiliated private funds. Registrant does not initially offer investment opportunities that are available for the affiliated private funds directly to clients, but rather, first provides these investment opportunities to the affiliated private funds. In the event an opportunity is declined by the affiliated private funds, but is determined to be appropriate for clients, Registrant will determine if clients are interested and the investment is suitable. If the investment has limited availability, Registrant can offer the opportunity to interested clients on a fair and equitable basis.

Registrant generally charges advisory clients an asset-based fee for the advisory services provided, but Registrant (or its affiliates) are entitled to receive performance-based fees or allocations from the affiliated private funds. In addition, the affiliated private funds can pay higher asset-based fees to Registrant than certain clients. As a result, Registrant has an incentive to recommend that clients invest in one or more affiliated private funds.

Registrant seeks to mitigate these conflicts of interest by disclosing them to clients and allowing clients to determine whether investments in the affiliated private funds are appropriate for them. In addition, the performance of the affiliated private funds is not a specific metric used to determine the compensation structure of our representatives, though representatives who indirectly have an equity interest in the Registrant will derive indirect benefits from performance-based fees or allocations received by our affiliates or us.

No client is under any obligation to become an investor in any affiliated private fund. The terms and conditions for the affiliated private funds, including their management and incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in each affiliated private fund's offering documents, which each prospective investor client shall receive and shall be required to complete.

Item 7 Types of Clients

The Registrant's clients shall generally include individuals, business entities, trusts, estates and charitable organizations. Please see Item 5 above for information about the Registrant's minimum account values and minimum annual and quarterly fees.

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

- A. The Registrant may utilize the following methods of security analysis:
- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
 - Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
 - Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)
 - Cyclical – (analysis performed on historical relationships between price and market trends, to forecast the direction of prices)

The Registrant may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)
- Short Sales (contracted sale of borrowed securities with an obligation to make the lender whole)
- Options (contract for the purchase or sale of a security at a predetermined price during a specific period of time)
- Margin Transactions (use of borrowed assets to purchase financial instruments)

Investment Risk. Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by the Registrant) will be profitable or equal any specific performance level(s).

- B. The Registrant's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis the Registrant must have access to current/new market information. The Registrant has no control over the dissemination rate of market information; therefore, unbeknownst to the Registrant, certain analyses may be compiled with outdated market information, severely limiting the value of the Registrant's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

The Registrant's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to

potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

In addition to the fundamental investment strategies discussed above, from time to time the Registrant may use or recommend short selling, use of margin, or options transactions. Each of these strategies has a high level of inherent risk. (*See* discussion below). These strategies are used infrequently by the Registrant.

Short selling is an investment strategy with a high level of inherent risk. Short selling, involves the selling of assets that the investor does not own. The investor borrows the assets from a third party lender (i.e. Broker-Dealer) with the obligation of buying identical assets at a later date to return to the third party lender. Individuals who engage in this activity shall only profit from a decline in the price of the assets between the original date of sale and the date of repurchase. Conversely, the short seller will incur a loss if the price of the assets rises. Other costs of shorting may include a fee for borrowing the assets and payment of any dividends paid on the borrowed assets.

The Registrant may engage in options transactions for the purpose of hedging risk and/or generating portfolio income. The use of options transactions as an investment strategy can involve a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security, depending upon the nature of the option contract. Generally, the purchase or sale of an option contract shall be with the intent of “hedging” a potential market risk in a client’s portfolio and/or generating income for a client’s portfolio. Certain options-related strategies (i.e. straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct Registrant, in writing, not to employ any or all such strategies for his/her/their/its accounts. There can be no guarantee that an options strategy will achieve its objective or prove successful. No client is under any obligation to enter into any option transactions. However, if the client does so, he/she must be prepared to accept the potential for unintended or undesired consequences (i.e., losing ownership of the security, incurring capital gains taxes).

For detailed information on the use of options and option strategies, please refer to the Option Clearing Corp.’s Option Disclosure Document, which can be found at: <https://www.theocc.com/Company-Information/Documents-and-Archives/Options-Disclosure-Document>.

Hard copies may be ordered by calling 1-888-678-4667 or writing OCC, 1 North Wacker Drive, Suite 500 Chicago, IL 60606.

Socially Responsible Investing and Environmental, Social and Governance Limitations. (“ESG” and “SRI”). There are potential limitations associated with allocating a portion of an investment portfolio in SRI securities (i.e., securities that have a mandate to avoid, when possible, investments in such products as alcohol, tobacco, firearms, oil drilling, gambling, etc.) or ESG securities (securities that look at the company’s environmental, social, and governance practices). The number of these securities may be limited when compared to those that do not maintain such a mandate. ESG securities could underperform broad market indices. Investors must accept these limitations, including potential for underperformance. Correspondingly, the number of ESG mutual funds and exchange traded funds are few when compared to those that do not maintain such a mandate. As with any type of investment (including any investment and/or investment strategies recommended and/or undertaken by Registrant), there can be no assurance that investment in SRI or ESG securities or funds will be profitable, or prove successful.

Cryptocurrency. For clients who want exposure to cryptocurrencies, including Bitcoin, the Registrant will consider investment in corresponding exchange traded securities, /or an allocation to separate account managers and/or private funds that provide cryptocurrency exposure. Crypto is a digital currency that can be used to buy goods and services, but uses an online ledger with strong cryptography (i.e., a method of protecting information and communications with codes) to secure online transactions. Unlike conventional currencies issued by a monetary authority, cryptocurrencies are generally not controlled or regulated and their price is determined by the supply and demand of their market. Cryptocurrency is currently considered to be a speculative investment. The speculative nature of cryptocurrencies notwithstanding, the Registrant may (but is not obligated to) utilize crypto exposure in one or more of its asset allocation strategies for diversification purposes. Investment in cryptocurrencies is subject to the potential for liquidity constraints, extreme price volatility and complete loss of principal. Notice to Opt Out. Clients can notify the Registrant, in writing, to exclude cryptocurrency exposure from their accounts. Absent the Registrant’s receipt of such written notice from the client, the Registrant may (but is not obligated to) utilize cryptocurrency as part of its asset allocation strategies for client accounts.

Borrowing Against Assets/Risks. A client who has a need to borrow money could determine to do so by using:

- Margin - The account custodian or broker-dealer lends money to the client. The custodian charges the client interest for the right to borrow money, and uses the assets in the client’s brokerage account as collateral or
- Pledged Assets Loan - In consideration for a lender (i.e., a bank, etc.) to make a loan to the client, the client pledges its investment assets held at the account custodian as collateral.

These above-described loans are generally used because they typically provide more favorable interest rates than standard commercial loans. These types of collateralized loans can assist with a pending home purchase, permit the retirement of more expensive debt, or enable borrowing in lieu of liquidating existing account positions and incurring capital gains taxes. However, such loans are not without potential material risk to the client’s investment assets. The lender (i.e. custodian, bank, etc.) will have recourse against the client’s investment assets in the event of loan default or if the assets fall below a certain level. For this reason, Registrant does not recommend such borrowing, and only then would deem it appropriate if it is for specific short-term purposes (i.e. a bridge loan to purchase a

new residence). Registrant does not recommend such borrowing for investment purposes (i.e. to invest borrowed funds in the market). Regardless, if the client was to determine to use margin or a pledged assets loan, the following economic benefits would inure to Registrant: by taking the loan rather than liquidating assets in the client's account, Registrant continues to earn a fee on such assets; and if the client invests any portion of the loan proceeds in an account to be managed by Registrant, Registrant will receive an advisory fee on the invested amount. This provides Registrant with a disincentive to encourage the client to discontinue the use of margin. The client must accept the above risks and potential corresponding consequences associated with the use of margin or a pledged assets loans

Cash Positions. Registrant continues to treat cash as an asset class. As such, unless determined to the contrary by Registrant, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Registrant's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Registrant may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Registrant's advisory fee could exceed the interest paid by the client's money market fund.

Portfolio Activity. Registrant has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Registrant will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, market conditions, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Registrant determines that changes to a client's portfolio are neither necessary nor prudent. Registrant's advisory fee remains payable during periods of account inactivity.

- C. Currently, the Registrant primarily allocates client investment assets among various mutual funds and ETFs (exchange traded funds), on a discretionary basis, in accordance with the client's designated investment objective(s). The Registrant may also provide discretionary and/or non-discretionary investment advisory services relative to client assets that are being actively managed by unaffiliated independent managers. (See *Independent Manager[s]* above).

Item 9 Disciplinary Information

The Registrant has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

- C. **Private Investment Funds.** As disclosed in Item 4.B above, the Registrant is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of SignatureFD Private Equity Fund GP, LLC (“PEF”). PEF is the General Partner of SignatureFD Private Equity Fund, LP (the “*Private Equity Fund*”), a private investment fund whose objective is to invest in the private equity asset class by allocating *Private Equity Fund* assets among multiple private equity strategies. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Private Equity Fund*. To the extent that Registrant’s individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners of the *Private Equity Fund*. The terms and conditions for participation in the *Private Equity Fund*, including management and/or incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in the *Private Equity Fund* offering documents, which each prospective investor client shall receive and shall be required to complete. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Private Equity Fund*.

In addition, SignatureFD, LLC is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of SignatureFD Private Asset GP, LLC (“*Private*”). *Private* is the General Partner of SignatureFD Private Asset Fund, LP (the “*Private Fund*”), a private investment fund whose objective is to allow investors to take advantage of long term strategic investment opportunities in the private asset space in a way that maintains flexibility and ample diversification by allocating *Private Fund* assets among multiple investment managers, and other private equity, debt and real estate investments. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Private Fund*. To the extent that Registrant’s individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners of the *Private Fund*. The terms and conditions for participation in the *Private Fund*, including management and/or incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in the *Private Fund* offering documents, which each prospective investor client shall receive and shall be required to complete. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Private Fund*.

In addition, the Registrant is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of Fairway RA Fund Manager, LLC (“*Fairway*”). *Fairway* is the General Partner of Fairway Real Asset Fund I, LP (the “*Fairway Fund*”), which is a private investment fund that primarily invests in other private investment funds that invest primarily in timber and oil and gas limited partnerships. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Fairway Fund*. To the extent that Registrant’s individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners in the *Fairway Fund*. The terms and conditions for participation in the *Fairway Fund*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the *Fairway Fund* offering documents which each prospective investor client shall receive. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Fairway Fund*.

The Registrant may provide investment advice regarding private investment funds. Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Valuation. In the event that Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the fund sponsor. However, if subsequent to purchase, the fund has not provided an updated valuation, the valuation shall reflect the initial purchase price. If subsequent to purchase, the fund provides an updated valuation, then the statement will reflect that updated value. The updated value will continue to be reflected on the report until the fund provides a further updated value. As result of the valuation process, if the valuation reflects initial purchase price or an updated value subsequent to purchase price, the current value(s) of an investor's fund holding(s) could be significantly more or less than the value reflected on the report. Unless otherwise indicated, Registrant shall calculate its fee based upon the latest value provided by the fund sponsor.

Because the Registrant, Registrant's affiliates, and/or Registrant's members shall potentially earn compensation from the *Private Fund* and the *Private Equity Fund*, that shall exceed the fee that the Registrant would earn under its standard "assets under management" fee schedule referenced at Item 4.B above, the recommendation that a client become a *Private Fund* or *Private Equity Fund* investor presents a conflict of interest. No client is under any obligation to become a *Private Fund* or *Private Equity Fund* investor.

Certified Public Accountants. As set forth in Item 4.B above, the Registrant is affiliated with Frazier & Deeter, LLC ("*Frazier*"), a certified public accounting firm. Certain active and passive owners, and/or employees of the Registrant are actively employed as accountants with *Frazier*. *Frazier* provides accounting and/or tax preparation services, including services for clients of the Registrant. *Frazier* is also an affiliate of FD Fund Administration, which provides outsourced fund administration services to real estate, private equity and other funds separate and apart from, and not material to the services provided by the Registrant. *Frazier* is also an affiliate of FD Real Asset Advisors, LLC, which provides verification of accredited investors for conservation easement funds separate and apart from, and not material to the services provided by the Registrant.

If Registrant's clients require accounting services or any other services provided by *Frazier's* affiliated entities, the Registrant may recommend the services of *Frazier* or its respective affiliate, thereby raising a conflict of interest. To the extent that a client requires such services, the client is under no obligation to engage *Frazier* or its affiliates for the same. In addition, in the event that members of the Registrant and/or *Frazier* recommend the services of the other to their respective clients, the referring member shall usually receive a portion of the fee earned by the recommended firm.

Licensed Insurance Agency/Agents. Registrant is a licensed insurance agency. In addition, certain of Registrant's members and representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. Certain representatives are also associated with or have arrangements with other unaffiliated agencies (also called brokerage general agencies).

Commission Compensation. Our recommendation to purchase an insurance commission product through the Registrant, a member, a representative of Registrant, or through an unaffiliated insurance agency presents conflicts of interest, as the receipt of commissions and access to products provide incentive to recommend insurance products based on commissions to be received, rather than on your particular need. No client is under any obligation to purchase any insurance products through Registrant, our members, our representatives, or any other entity we may recommend. You are reminded that you may purchase insurance products we recommend through other, non-affiliated insurance agents or agencies.

Brokerage General Agencies. Our representatives are associated with one or more brokerage general agencies ("BGA") and may recommend that you purchase an insurance product through a BGA. These BGAs may have access to unique products and may provide our representative or our firm with certain benefits in exchange for our services. For example, the BGA may provide your representative with access to marketing support. Further, representatives stand to earn units in the RD Index Solutions, LLC Key Producer Annexus Marketing Partnership Plan based on certain levels of production. The units provide representatives with certain revenue sharing as outlined by the plan. As a member of the Registrant, representatives are required to assign any benefit from this plan to the Registrant pursuant to the Registrant's operating agreement. Nonetheless, this arrangement creates a conflict of interest as representatives and the Registrant have an incentive to recommend clients purchase products through Annexus to qualify for additional units and potentially increased revenue. Representatives and the Registrant seek to mitigate this conflict of interest by disclosing it to clients and prospective clients and seeking to only recommend that clients purchase insurance products that they believe are in the client's best interest.

Lombard International. Lombard International is an insurance agency and a broker-dealer. Our insurance agency or one or more of our members or representatives may recommend that clients invest in a private placement life insurance contract (life insurance or variable annuity) through Lombard International. We receive a fee from Lombard International for our services provided to Lombard International, you, and the private placement insurance contracts. The contract that you enter will disclose the specific fee that the Registrant stands to receive. The fees the Registrant negotiated to receive from Lombard International and the insurance contract can be more (or less) than the fees described in a client's wealth management or investment advisory Agreement with the Registrant, and are independent of each other. In other words, the Registrant will not include the value of private placement insurance contracts (life insurance or variable annuity) in determining the amount of assets under management in a portfolio for purposes of determining breakpoints in fees or for determining our minimum quarterly management fee, nor would Lombard International include the other assets under management with Registrant in calculating its fees. This arrangement creates a conflict of interest as the Registrant and our representatives

may be incentivized to recommend private placement life insurance contracts through Lombard International if doing so could increase the Registrant's revenue. The Registrant seeks to mitigate this conflict of interest by disclosing it to clients and prospective clients and seeking to only recommend that clients purchase insurance products that they believe are in the client's best interest.

Synergi Partners, Inc.

The Registrant has entered a referral agreement with Synergi Partners, Inc. Synergi Partners is in the business of identifying and processing certain tax credits and incentives for businesses. The Registrant is entitled to a tenth of collected revenue derived from persons introduced to Synergi Partners. This creates a conflict of interest because the Registrant is incentivized to recommend the services of Synergi Partners over other similar service providers that may be more qualified or that do not compensate the Registrant. The Registrant addresses this conflict of interest by disclosing it to clients.

- D. The Registrant does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

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

- A. Code of Ethics. The Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's Representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940 ("Advisers Act"), the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.

- B. Interest in Client Transactions. As disclosed in Item 4.B above, the Registrant is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of SignatureFD Private Equity Fund GP, LLC ("*PEF*"). *PEF* is the General Partner of SignatureFD Private Equity Fund, LP (the "*Private Equity Fund*"), a private investment fund whose objective is to invest in the private equity asset class by allocating *Private Equity Fund* assets among multiple private equity strategies. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Private Equity Fund*. To the extent that Registrant's individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners of the *Private Equity Fund*. The terms and conditions for participation in the *Private Equity Fund*, including management and/or incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in the *Private Equity Fund* offering documents, which each prospective investor client shall receive and shall be required to complete. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Private Equity Fund*.

In addition, SignatureFD, LLC is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of SignatureFD Private Asset GP, LLC (“*Private*”). *Private* is the General Partner of SignatureFD Private Asset Fund, LP (the “*Private Fund*”), a private investment fund whose objective is to allow investors to take advantage of long term strategic investment opportunities in the private asset space in a way that maintains flexibility and ample diversification by allocating *Private Fund* assets among multiple investment managers, and other private equity, debt and real estate investments. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Private Fund*. To the extent that Registrant’s individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners of the *Private Fund*. The terms and conditions for participation in the *Private Fund*, including management and/or incentive fees, conflicts of interest, risk factors, and liquidity constraints, are set forth in the *Private Fund* offering documents, which each prospective investor client shall receive and shall be required to complete. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Private Fund*.

In addition, the Registrant is the 100% owner of SignatureFD Fund Management, LLC, which is the 100% owner of Fairway RA Fund Manager, LLC (“*Fairway*”). *Fairway* is the General Partner of Fairway Real Asset Fund I, LP (the “*Fairway Fund*”), which is a private investment fund that primarily invests in other private investment funds that invest primarily in timber and oil and gas limited partnerships. The Registrant may recommend, on a non-discretionary basis, that qualified clients allocate a portion of their investment assets to the *Fairway Fund*. To the extent that Registrant’s individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may participate as limited partners in the *Fairway Fund*. The terms and conditions for participation in the *Fairway Fund*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the *Fairway Fund* offering documents which each prospective investor client shall receive. The client shall be required to submit the corresponding Subscription Agreement to the General Partner in order to demonstrate qualification for investment in the *Fairway Fund*.

Because the Registrant, Registrant’s affiliates, and/or Registrant’s members shall potentially earn compensation from the *Private Fund and the Private Equity Fund*, that shall exceed the fee that the Registrant would earn under its standard “assets under management” fee schedule referenced at Item 4.B above, the recommendation that a client become a *Private Fund* or *Private Equity Fund* investor presents a conflict of interest. No client is under any obligation to become a *Private Fund* or *Private Equity Fund* investor.

- C. Personal Securities Transaction Policy. The Registrant has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of the Registrant’s “Access Persons”. The Registrant’s securities transaction policy requires that Access Persons of the Registrant must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person’s current securities holdings at least once each twelve (12) month period thereafter on a date the Registrant selects.

- D. Firm and Employees Investments. The Registrant and/or representatives of the Registrant *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where the Registrant and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as “scalping” (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if the Registrant did not have adequate policies in place to detect such activities. Additionally, Registrant may allow its employees to invest in the *Private Fund*, *Private Equity Fund* and the *Fairway Fund* at a level below the funds’ required minimum asset level. Employees may be charged a lower fee than the funds’ other investors. Registrant will ensure investing in the funds is offered to clients on a fair and equitable basis. As indicated above in Item 11 C., the Registrant has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant’s Access Persons. This requirement can help detect insider trading, “front-running” (i.e., personal trades executed prior to those of the Registrant’s clients) and other potentially abusive practices.
- E. Employee Investments. Certain owners and employees of SignatureFD may make personal investments in private securities that are not offered to clients, such as pooled investment vehicles and private placements. Some of these investments may be sponsored by, or introduced to SignatureFD by its clients. SignatureFD’s owners and employees are under no obligation to provide these investment opportunities to clients, unless the SignatureFD Investment Committee determines that the opportunity is appropriate for, and should be made available to, SignatureFD’s clients.
- F. Investments in Funds Subject to Employment, Ownership, or other Business Relationships. From time to time, Registrant may recommend one or more private investment funds to a client. It is possible that these funds or their general partners (or the legal equivalent) may be owned by, or may employ, one or more of Registrant’s clients or their family members. These relationships create a conflict of interest, because it creates an incentive to favor one client over another. We maintain policies and procedures designed to mitigate this conflict of interest, which are described below.

We make no direct or indirect promise or agreement to commit to introduce any number of clients or amount of assets to any private investment fund based on our client relationships. In addition, the SignatureFD Investment Committee is responsible for determining whether any private investment fund is an appropriate investment for clients. Clients may also request information about whether a private investment fund they have been recommended or have invested in may be subject to this conflict of interest directly with Registrant’s Chief Compliance Officer. Due to privacy concerns, they may not be able to share extensive information about the conflict of interest. No client is under any obligation to invest in any private investment fund.

Item 12 Brokerage Practices

- A. In the event that the client requests that the Registrant recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct the Registrant to use a specific broker-dealer/custodian), Registrant generally recommends that investment management accounts be maintained at *Schwab*, *Fidelity*, *TD*

Ameritrade. Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal investment advisory Agreement with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that the Registrant considers in recommending any other broker-dealer/custodian to clients include historical relationship with the Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with the Registrant's duty to seek best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealers' services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Registrant's investment management fee. The Registrant's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

Non-Soft Dollar Research and Additional Benefits

When determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian (i.e., *Schwab*, *Fidelity*, *TD Ameritrade* etc.), Registrant has received, and can in the future receive, from a broker-dealer/custodian (i.e., *Schwab*, *Fidelity*, *TD Ameritrade* etc.) or another service provider or vendor, without cost (and/or at a discount), support services and/or products, certain of which assist the Registrant to better monitor and service client accounts maintained at such institutions. Included within the support services that can be obtained by the Registrant may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Registrant in furtherance of its investment advisory business operations.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at any broker-dealer/custodian as a result of this arrangement. There is no corresponding commitment made by the Registrant to any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

Schwab

Products and services available to Registrant. Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like Registrant. Schwab provides Registrant and its clients with access to its institutional brokerage—trading, custody, reporting, and related services—many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services

help Registrant manage or administer clients' accounts, while others help Registrant manage and grow its business. Schwab's support services are generally available on an unsolicited basis (we do not have to request them) and at no charge to Registrant. Following is a more detailed description of Schwab's support services.

Services that benefit client. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which Registrant might not otherwise have access or that would require a significantly higher minimum initial investment by Registrant's clients.

Services that may not directly benefit client. Schwab also makes available other products and services that benefit Registrant but may not directly benefit clients. These products and services assist Registrant in managing and administering Registrant's clients' accounts. They include investment research, both Schwab's own and that of third parties. Registrant may use this research to service all or a substantial number of its clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that: provide access to client account data (such as duplicate trade confirmations and account statements), facilitate trade execution and allocate aggregated trade orders for multiple client accounts, provide pricing and other market data, facilitate payment of Registrant's fees from Registrant's clients' accounts and assist with back-office functions, recordkeeping, and client reporting.

Services that generally benefit Registrant. Schwab also offers other services intended to help Registrant manage and further develop its business enterprise. These services include: educational conferences and events, consulting on technology, compliance, legal, and business needs, publications and conferences on practice management and business succession, access to employee benefits providers, human capital consultants, and insurance providers Schwab may provide some of these services itself. In other cases, Schwab will arrange for third-party vendors to provide the services to Registrant. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees, including a speaker fee for Registrant's client events. Schwab may also provide Registrant with other benefits, such as occasional business entertainment for Registrant personnel.

Registrant's interest in Schwab Services. The availability of these services from Schwab benefits Registrant because it does not have to produce or purchase them. This creates an incentive to recommend that clients maintain accounts with Schwab, based on Registrant's interest in receiving Schwab's services that benefit Registrant's business rather than based on clients' interests in receiving the best value in custody services and the most favorable execution of transactions. This is a potential conflict of interest. Registrant believes, however, that when it recommends Schwab as custodian and broker it is in the best interests of clients. The selection is primarily supported by the scope, quality, and price of Schwab's services and not Schwab's services that only benefit Registrant.

TD Ameritrade

If appropriate based upon a particular client's investment objectives, the Registrant may recommend *TD Ameritrade* for execution and/or custodial services. *TD Ameritrade* is a broker-dealer that is independent of, and unaffiliated with Registrant. *TD Ameritrade* does not supervise Registrant and has no responsibility for Registrant's management of clients' portfolios or Registrant's other advice or services.

TD Ameritrade offers services to independent investment advisors which include custody of securities, trade execution, clearance and settlement of transactions. Registrant receives some benefits from *TD Ameritrade* through its participation in the institutional advisor program (“the Service”), offered by TD Ameritrade Institutional, a division of *TD Ameritrade, Inc.*, member FINRA/SIPC, an unaffiliated SEC-registered broker-dealer and FINRA member, which is designed to provide advisors with tools (without a cost or at a discount) to assist in managing and administering client accounts (*i.e.*, research related tools and products, portfolio rebalancing technology, iRebal, *etc.*). Other services provided by *TD Ameritrade* (such as practice management consulting) are intended to help further develop the Registrant’s business enterprise.

There is no direct link between Registrant’s participation in the Service and the investment advice it gives to its clients, although Registrant receives economic benefits through its participation in the Service that are typically not available to *TD Ameritrade*’s retail investors. These benefits may include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Registrant’s participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Registrant by third party vendors. *TD Ameritrade* may also have paid for business consulting and professional services received by Registrant’s related persons.

Some of the products and services made available by *TD Ameritrade* through the Service may benefit Registrant without directly benefitting its clients. These products or services may assist Registrant in managing and administering client accounts, including accounts not maintained at *TD Ameritrade* which may indirectly influence the Registrant’s choice of *TD Ameritrade* for custody and brokerage services. Thus, Registrant will have an incentive to recommend that client accounts be held in custody at *TD Ameritrade* and Registrant’s participation in the Service raises a conflict of interest.

As part of its fiduciary duties to clients, Registrant endeavors at all times to put the interests of its clients first. While the benefits received by Registrant or its representatives through participation in the Service do not depend on the amount of brokerage transactions directed to *TD Ameritrade*, clients should be aware, however, that the receipt of economic benefits by Registrant or its related persons in and of itself creates a conflict of interest and may indirectly influence the Registrant’s recommendation that clients utilize *TD Ameritrade* for custody and brokerage services.

For accounts of Registrant’s clients maintained in custody at *TD Ameritrade*, *TD Ameritrade* will not charge the client separately for custody but will receive compensation from Registrant’s clients in the form of commissions or other transaction-related compensation on securities trades executed through *TD Ameritrade*. *TD Ameritrade* also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades to be executed through *TD Ameritrade* rather than another broker-dealer. Registrant nevertheless acknowledges its duty to seek best

execution of trades for client accounts. Trades for client accounts held in custody at *TD Ameritrade* may be executed through a different broker-dealer than trades for Registrant's other clients. Thus, trades for accounts custodied at *TD Ameritrade* may be executed at different times and different prices than trades for other accounts that are executed at other broker-dealers.

Registrant receives from *TD Ameritrade* certain additional economic benefits ("Additional Services"). In providing Additional Services to Registrant, *TD Ameritrade* considers the amount and profitability to *TD Ameritrade* of the assets in, and trades placed for, Registrant's Client accounts maintained with *TD Ameritrade*. *TD Ameritrade* retains the right to terminate the Additional Services Addendum at its sole discretion, provided certain conditions are met.

Registrant considers a number of factors in selecting brokers and custodians at which to locate (or recommend location of) its client accounts, including, but not limited to, execution capability, experience and financial stability, reputation and the quality of services provided. In selecting *TD Ameritrade* as the broker and custodian for certain of its current and future client accounts, Registrant takes into consideration its arrangement with *TD Ameritrade* as to obtaining price discounts for *TD Ameritrade*'s automatic portfolio rebalancing service for advisors known as "iRebal". The standard iRebal annual license fee applicable to Registrant is \$137,500. That fee is subject to specified reductions (and even complete waiver) if specified amounts of client taxable assets are either already on the *TD Ameritrade* platform or are committed to be placed on it. Specified taxable assets either maintained on or committed to the TD Ameritrade Institutional platform will bring fee reductions of up to \$137,500 per year for each of as many as three years or more. The non-taxable assets excluded from the maintenance and commitment levels described above are those that constitute "plan assets" of plans subject to Title 1 of the Employee Retirement Income Security Act of 1974, amended, or of plans as defined in Section 4975 of the Internal Revenue Code (which include IRAs). If Registrant does not maintain the relevant level of taxable assets on the *TD Ameritrade* platform, Registrant may be required to make a penalty fee payment to *TD Ameritrade* calculated on the basis of the shortfall. Although Registrant believes that the products and services offered by *TD Ameritrade* are competitive in the marketplace for similar services offered by other broker-dealers or custodians, the arrangement with *TD Ameritrade* as to the iRebal service may affect Registrant's independent judgment in selecting or maintaining *TD Ameritrade* as the broker or custodian for client accounts.

Event Sponsorships

From time-to-time, the Registrant may host certain events, including charitable events, from which it has in the past, and may in the future, solicit sponsorship contributions from the custodians and insurance agencies that it recommends for client accounts. The Registrant shall not make any endorsement or recommendation of such custodian or any of its products or services in conjunctions with the event.

Directed Brokerage: The Registrant does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Registrant will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, the client may pay higher commissions or

other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

In the event that the client directs Registrant to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Registrant. Higher transaction costs adversely impact account performance. Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

- B. To the extent that the Registrant provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless the Registrant decides to purchase or sell the same securities for several clients at approximately the same time. The Registrant may (but is not obligated to) combine or “bunch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Registrant’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. The Registrant shall not receive any additional compensation or remuneration as a result of such aggregation.
- C. In some instances, a security to be sold by one client account may independently be considered appropriate for purchase by another client account. The Registrant may effect such a “cross transaction” if it is in the best interests of both clients, consistent with applicable laws and policies and clients’ investment objectives and restrictions. SignatureFD does not permit client accounts governed by the Employee Retirement Income Security Act of 1974, as amended, to engage in cross trading.

Item 13 Review of Accounts

- A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by the Registrant's Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise the Registrant of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with the Registrant on an annual basis.
- B. The Registrant may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. The Registrant may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

Economic Benefits from Non-Clients. As referenced in Item 12.A.1 above, the Registrant receives economic benefits from *Schwab*, and *TD Ameritrade*. Clients and prospective clients should review Item 12.A.1 above for additional information.

We also entered into a AE Medicare Solutions Referral Agreement with Adisors Excel, LLC (“AE”). AE is a national independent marketing organization engaged in the business of marketing certain insurance products for Medicare through a network of independent insurance agents and financial professionals. AE has developed a marketing system relating to marketing of Medicare Supplement and Medicare Advantage insurance products. Registrant refers clients to AE. In exchange, AE pays the Registrant fifty percent (50%) of all Medicare Supplement commission from paid premiums received by AE during a policy written pursuant to its Agreement. In addition, AE pays to Registrant \$100 for each Medicare Advantage policy for which Registrant receives commission from paid premiums received by AE during a policy written pursuant to the Agreement. This creates a conflict of interest as the Registrant is incentivized to refer clients to AE versus other insurance providers. The Registrant seeks to mitigate this conflict by disclosing it to clients and seeking to only make referrals for these services that it believes are appropriate for clients.

A. Client Referrals.

1. General Referrals by Unaffiliated Persons

If a client is introduced to Registrant by an unaffiliated solicitor, Registrant pays that solicitor a referral fee in accordance with a written agreement between Registrant and the solicitor. Registrant does not charge clients referred by a solicitor any fees or costs greater than the fees or costs Registrant charges clients with similar accounts who were not referred by a solicitor. Solicitor or Registrant discloses the compensation arrangement between Registrant and solicitor to a prospective client before the client enters into an investment advisory relationship with Registrant.

2. Schwab Referrals

Registrant receives client referrals from *Schwab* through Registrant’s participation in the Schwab Advisor Network™ (“the Service”), designed to help investors find an independent investment advisor. *Schwab* is a broker-dealer independent of and unaffiliated with Registrant. *Schwab* does not supervise Registrant and has no responsibility for Registrant’s management of clients’ portfolios or Registrant’s other advice or services. Registrant pays *Schwab* fees to receive client referrals through the SAN Service. Registrant’s participation in the Service may raise potential conflicts of interest described below.

Registrant pays *Schwab* a Participation Fee on all referred clients’ accounts that are maintained in custody at Schwab and a separate one-time Transfer Fee on all accounts that are transferred to another custodian. The Transfer Fee creates a conflict of interest that encourages Registrant to recommend that clients accounts be held in custody at Schwab. The Participation Fee paid by Registrant is a percentage of the fees owed by the client to Registrant or a percentage of the value of the assets in the client’s account, subject to a minimum Participation Fee. Registrant pays *Schwab* the Participation Fee for so long as

the referred client's account remains in custody at Schwab. The Participation Fee and any Transfer fee is paid by Registrant and not by the client Registrant has agreed not to charge clients referred through the SAN Service fees or costs greater than the fees or costs Registrant charges clients with similar portfolios (pursuant to Registrant's standard fee schedule as in effect from time to time) who were not referred through the SAN Service.

The Participation and Transfer Fees are based on assets in accounts of Registrant's clients who were referred by *Schwab* and those referred clients' family members living in the same household. Thus, Registrant will have incentives to encourage household members of clients referred through the Service to maintain custody of their accounts and execute transactions at *Schwab*.

We receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab. These products and services, how the benefit us, and the related conflicts of interest are described above. (See Item 12)

3. TD Ameritrade Referrals

As a result of past participation in TD Ameritrade's AdvisorDirect program (the "referral program"); Advisor received client referrals from TD Ameritrade. TD Ameritrade established the referral program as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise Advisor and has no responsibility for Advisor's management of client portfolios or Advisor's other advice or services. Advisor is no longer participating in the referral program for purposes of receiving client referrals, but is obligated to pay TD Ameritrade an on-going fee for each successful client relationship established because of past referrals. This fee is usually a percentage (not to exceed 25%) of the advisory fee that the client pays to Advisor ("Solicitation Fee").

Advisor will also pay TD Ameritrade the Solicitation Fee on any advisory fees received by Advisor from any of a referred client's family members who hired Advisor on the recommendation of such referred client. Advisor will not charge clients referred to it through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its other clients.

4. Employee Referrals

We pay certain employees, and employees of our affiliated accounting firm, who refer prospective clients to us, assuming those prospects become our clients. These employees receive one-time bonuses and ongoing payments for a specified period based on the amount of new client assets successfully solicited. In addition, equity owners of the Registrant receive an indirect benefit from any referral made to the Registrant.

Item 15 Custody

The Registrant shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. The Registrant may also provide a written periodic report summarizing account activity and performance. To the extent that the Registrant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by the Registrant with the account statements received from the account custodian. The account custodian does not verify the accuracy of the Registrant's advisory fee calculation.

Although the Registrant does not offer custody services for clients directly as a "qualified custodian", Registrant's affiliate, *Frazier*, and Registrant provide certain services that cause Registrant to be deemed to have custody of client assets under rule 206(4)-2 of the Advisers Act. For example, clients have engaged *Frazier* (or an employee or partner of *Frazier*) or Registrant to act as co-trustee of a client trust or executor of a client's estate, or to assist clients to pay bills or otherwise assist in administering personal finances. *Frazier* or an employee or partner of *Frazier*, or Registrant, will write checks or withdraw funds in their capacity as co-trustee or executor, which causes Registrant to be deemed to have custody of the client's account. Each client's funds over which Registrant is deemed to have custody are maintained at a "qualified custodian" that sends at least quarterly account statements to the client or the client's designated representative. Copies of account statements are also sent to Registrant and available to Registrant electronically. Registrant has formed a reasonable belief based on the availability of these statements that the "qualified custodian" is providing account statements directly to clients at least quarterly. Registrant encourages all clients to check account balances and activity when they receive account statements. Registrant urges you to carefully review statements and compare custodian/sponsor statements in comparison to those provided by Registrant.

In addition, certain clients have established asset transfer authorizations that permit the qualified custodian to rely upon instructions from Registrant to transfer client funds or securities to third parties. These arrangements are disclosed at Item 9 of Part 1 of Form ADV. However, in accordance with the guidance provided in the SEC's February 21, 2017 *Investment Adviser Association* No-Action Letter, the affected accounts are not subject to an annual surprise CPA examination.

In addition, Registrant and/or certain of its members engage in other services and/or practices (i.e., password possession, trustee service, etc.) requiring disclosure at Item 9 of Part 1 of Form ADV. These services and practices result in Registrant having custody under Rule 206(4)-2 of the Advisers Act. Per the Rule, having such custody requires Registrant to undergo an annual surprise CPA examination, and make a corresponding Form ADV-E filing with the SEC, for as long as Registrant provides such services and/or engages in such practices.

Item 16 Investment Discretion

The client can determine to engage the Registrant to provide investment advisory services on a discretionary basis. Prior to the Registrant assuming discretionary authority over a client's account, client shall be required to execute an investment management or investment advisory Agreement, naming the Registrant as client's attorney and agent in fact, granting the Registrant full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage the Registrant on a discretionary basis may, at any time, impose restrictions, in writing, on the Registrant's discretionary authority (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe the Registrant's use of margin, etc.).

Item 17 Voting Client Securities

- A. Except for client assets managed by unaffiliated investment managers that maintain proxy voting authority and clients with assets at Schwab Trustee Services, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact the Registrant to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. The Registrant does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. The Registrant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. The Registrant has not been the subject of a bankruptcy petition.

ANY QUESTIONS: The Registrant's Chief Compliance Officer, Katie Amy, remains available to address any questions that a client or prospective client may have regarding this Brochure.