

# **Secure Future Financial Services, Inc.**

## **General Disclosure and Information**

**2009**

**811 Route 6A – P.O. Box 1067  
Dennis, MA 02638-1067  
Tel: 508-385-2136  
Fax: 508-385-2137**

This Disclosure Brochure provides clients with information about the qualifications and business practices of Secure Future Financial Services, Inc. Please contact Christina Kemprecos, President of Secure Future Financial Services, Inc., at (508) 385-2136 if you have questions about the content of this brochure. This information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or any state securities authority. Additional information on the disciplinary history of Secure Future Financial Services, Inc. is available on the Internet at [www.adviserinfo.sec.gov/IAPD/](http://www.adviserinfo.sec.gov/IAPD/). You can search this site by a unique identifying number known as a CRD number. The CRD number for Secure Future Financial Services, Inc. is 119294.

## 1. **About Secure Future Financial Services, Inc.**

Secure Future Financial Services, Inc. ("SFFS"), a Massachusetts corporation established in 1996, is an investment adviser. SFFS provides financial planning services, investment management services, investment supervisory services, money manager search and monitoring services, estate and trust services, and business owner services where appropriate, to individuals, pension and profit sharing plans, trusts and estates, charitable organizations, and corporations.

## 2. **Advisory Services and Fees**

### Financial Planning and Consulting Services and Fees

SFFS provides financial planning services consistent with the client's economic circumstances, as well as tax status and financial goals and objectives. Planning may focus on investments, insurance, taxes, retirement and estate planning. Clients will receive a written report, providing the client with a detailed financial plan designed to achieve his or her stated financial goals and objectives. In general, the financial plan will address any or all of the following areas of concern: Estate Planning; Portfolio Planning and Analysis; Retirement/Accumulation Planning and Comprehensive Financial Planning that encompasses all of these areas.

SFFS gathers required information through in-depth personal interviews. Information gathered includes a client's current financial status, future goals and attitudes towards risk. Related documents supplied by the client are carefully reviewed, including a questionnaire completed by the client, and a written report is prepared. Should a client choose to implement the recommendations contained in the plan, SFFS suggests the client work closely with his/her attorney, accountant, insurance agent, and/or stockbroker. Implementation of financial plan recommendations is entirely at the client's discretion. Financial Planning recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company. All recommendations are of a generic nature.

Clients can also receive investment consulting advice on a more limited basis. This may include advice on only an isolated area(s) of financial concern such as investments, budgeting and bill paying, divorce settlements, money worries, retirement planning, trust and estate planning, credit counseling, insurance planning, inheritances, college funding and general tax planning.

Financial Planning Services fees will be charged as a fixed fee, based on the following fee schedule:

<u>Type of Plan</u>	<u>Minimum Fee</u>	<u>Maximum Fee</u>
Estate Plan	\$500	\$1,000
Portfolio Plan/Analysis	\$500	\$1,500
Retirement/Accumulation Plan	\$750	\$2,000
Comprehensive Financial Plan	\$1,000	\$2,500

One-third (1/3<sup>rd</sup>) of the fees for Financial Planning Services are due at the time the Financial Planning Services Contract is signed with the balance payable upon completion of the plan.

Consulting Services fee will be charged on an hourly basis calculated at a rate of up to \$275 per hour. The length of time it will take to complete the advisory service will depend on the nature and complexity of the individual client's personal circumstances. An estimate for total hours will be determined at the start of the advisory relationship. Fees paid on an hourly basis are paid upon completion of the consulting services.

### Investment Management Services and Fees

SFFS provides Investment Management Services, defined as giving continuous advice to a client or making investments for a client based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, SFFS develops a client's personal investment policy and creates and manages a portfolio based on that policy. SFFS will manage advisory accounts on either a discretionary or non-discretionary basis. Account supervision is guided by the stated objectives of the client (i.e., maximum capital appreciation, growth, income, or growth and income).

Investment Management Services include a quarterly review of broker-dealer account activity reports, a quarterly portfolio asset review and an annual year-end tax review and summary.

The annual fee for Investment Management Services will be charged as a percentage of assets under management. The table below shows the maximum annual fee for Investment Management Services. The actual fee charged may be less than the maximum fee shown below depending upon the size and complexity of the client's account:

<u>Assets under Management</u>	<u>Maximum Annual Fee</u>
First \$500,000	1.00%
Next \$750,000	.75%
Balance	.50%

SFFS requires a minimum account size of \$100,000 for new advisory clients, but may reduce or waive this minimum at its sole discretion based on individual client circumstances. Exceptions will apply to employees of SFFS and their relatives, or relatives of existing clients. Economic hardship circumstances may also be taken into consideration. SFFS may combine related household accounts for fee calculation purposes. Clients will be billed in arrears at the end of each calendar quarter based upon the value (market value as determined by the account custodian or fair market value in the absence of market value as determined by SFFS in its sole discretion, plus any credit balance or minus any debit balance), of the client's account at the end of that quarter. If an account is terminated during a calendar quarter, fees will be adjusted pro rata based upon the number of calendar days in the calendar quarter that the agreement was effective.

### Investment Supervisory Services and Fees

SFFS also provides Investment Supervisory Services that does not involve providing continuous advice to a client. Investment Supervisory Services include a semi-annual portfolio asset review and an annual year-end tax review and summary.

The annual fee for Investment Supervisory Services will be charged as a percentage of assets under management, typically ranging from .15% to .25% depending on the size and complexity of the account. Clients will be billed in arrears at the end of each calendar quarter based upon the value (market value as determined by the account custodian or fair market value in the absence of market value as determined by SFFS in its sole discretion, plus any credit balance or minus any debit balance), of the client's account at the end of that quarter. If an account is terminated during a calendar quarter, fees will be adjusted pro rata based upon the number of calendar days in the calendar quarter that the agreement was effective.

### Money Manager Search and Monitoring Services and Fees

When SFFS's Investment Management or Investment Supervisory Services are not suitable to a client, SFFS may perform searches of various money managers on behalf of a client. Based on a client's individual circumstances and needs, SFFS will determine which money manager's portfolio management is appropriate for that client. Factors considered in making this determination include

account size, risk tolerance, the opinion of each client and the investment philosophy of the money manager. Clients should refer to the money manager's disclosure document for a full description of the services offered. SFFS will meet with the client on a regular basis, or as determined by the client, to review the account. If SFFS believes that a particular money manager is performing inadequately, or if SFFS believes that a different manager is more suitable for a client's particular needs, then SFFS may suggest that the client contract with a different money manager. Under this scenario, SFFS will assist the client in selecting a new money manager, and then monitor that money manager's performance. However, any move to a new manager is solely at the discretion of the client.

SFFS's annual fee is a percentage of the client's managed assets and is based on the same fee schedule identified under "Investment Management Services" above. Clients will be billed in arrears at the end of each calendar quarter based upon the value (market value as determined by the account custodian or fair market value in the absence of market value as determined by SFFS in its sole discretion, plus any credit balance or minus any debit balance), of the client's account at the end of that quarter. If an account is terminated during a calendar quarter, fees will be adjusted pro rata based upon the number of calendar days in the calendar quarter that the agreement was effective. The management fee charged by the money manager recommended to the client is separate from that charged by SFFS and is disclosed in the money manager's disclosure document (Part II of Form ADV or other disclosure document in lieu of Part II). Clients should review all disclosure information provided by the money manager to completely understand the services and fees involved.

#### Estate and Trust Services and Fees

SFFS will also serve as Agent for the Executor, Administrator or Trustee and perform all services required to settle an estate or administer a trust, including, acting as a liaison with attorneys and accountants; assembling, valuing and managing estate and trust assets; satisfying legal filings and reporting requirements of county, state and federal courts and governments; raising cash required for the payment of claims, estate and trust expenses and taxes; and making timely distributions of property to estate or trust beneficiaries.

Estate and Trust Services Fees will be the lesser of the following two methods of fee calculation:

- A. A percentage of estate or trust assets under management fee, based on the following fee schedule:

<u>Type of Assets</u>	<u>Fee</u>
Probate Assets	2.50% on the first \$500,000 2.00% on the next \$500,000 1.50% on the balance
Non-Probate Assets	1.50% on the first \$1,000,000 1.25% on the next \$1,000,000 1.00% on the balance

- B. An hourly basis fee calculated on a rate of up to \$95 per hour; provided, however, that the hourly fee applies only to Estate Settlement and Administration Services only.

#### Business Owner Services and Fees

In addition to the comprehensive Financial Planning Services provided to individuals, SFFS will also provide business owners with supplemental planning that outlines advantages and disadvantages of qualified and non-qualified benefit plans; explains the special need of business

owners; recommends executive benefit plans and illustrates how specific plans can meet the objectives and the unique circumstances of the owner's business.

Business Owner Services and Fees will be charged as a fixed fee, based on the following fee schedule:

<u>Type of Plan</u>	<u>Minimum Fee</u>	<u>Maximum Fee</u>
Estate Plan	\$1,000	\$3,000
Retirement/Accumulation Plan	\$1,250	\$4,000
Comprehensive Financial Plan	\$1,500	\$5,000

One-third (1/3<sup>rd</sup>) of the fees for Business Owner Services are due at the time the Business Owner Services Contract is signed with the balance payable upon completion of the plan.

### **3. General Fee Information**

#### Fee Only

SFFS is compensated solely by fees paid by its clients and does not accept commissions or compensation from any other source (i.e., mutual funds, insurance products or any other investment product).

#### Fees Negotiable

In certain circumstances, fees may be negotiable. In addition, SFFS provides a 15% discount to all nonprofit organizations.

#### Fee Calculation

The fee charged is calculated as described above and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client (Section 205(a)(1) of the Advisers Act).

#### Termination of Advisory Relationship

A client agreement may be canceled at any time, by either party, for any reason upon written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable. The client has the right to terminate an agreement without penalty within five (5) business days after entering into the agreement.

#### Mutual Fund Fees

All fees paid to SFFS for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without the services of SFFS. In that case, the client would not receive the services provided by SFFS which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by SFFS to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

#### Trading and other Costs

All fees paid to SFFS for investment advisory services are separate and distinct from transaction fees charged by broker dealers associated with the purchase and sale of equity securities and

mutual funds. In addition, fees do not include the services of any co-fiduciaries, accountants, brokers or attorneys.

#### Direct Debiting of Client Accounts

Advisory fees may be directly debited from a client account only if the client provides written authorization permitting SFFS's fees to be paid directly from the client's account held by an independent custodian and the custodian agrees to send to the client a statement, at least quarterly, indicating all amounts disbursed from the account including the amount of advisory fees paid directly to SFFS.

#### **4. Types of Investments**

Investment advice may be offered on any investments held by a client at the start of the advisory relationship. In addition, advice will be given (but not necessarily recommendations) on all types of equity securities, mutual funds, corporate debt securities, municipal securities and government securities.

#### **5. Methods of Analysis, Sources of Information and Investment Strategies**

SFFS engages in fundamental securities analysis. The main sources of information used by SFFS includes financial newspapers and magazines; research material prepared by others; corporate rating services; annual reports and company press releases. SFFS's investment strategy is typically based on investing for the long-term although occasional short-term trading is recommended.

#### **6. Educational and Business Background of Investment Personnel**

SFFS is composed of experienced investment professionals possessing a broad range of knowledge within the securities industry. Advisory persons associated with SFFS must possess, minimally, a college degree and/or appropriate business experience and all required licenses. In addition, experience in related areas such as tax planning, insurance, and investments is required for persons who provide advice on SFFS's behalf.

##### Christina Kemprecos, CTFA (Born 1952)

Ms. Kemprecos, President and Chief Compliance Officer of SFFS, is a licensee of the Certified Trust and Financial Advisor designation through the Institute of Certified Bankers (1992). She earned a BA degree in Human Development/Elementary Education from the University of Massachusetts (1974). She has over 30 years experience in financial services, including 25 years in trust and estate administration on which she now concentrates her efforts in addition to providing financial advisory and investment management services. A resident of Cape Cod since 1962, Ms. Kemprecos has served on local boards and advisory committees and has belonged to many community and professional organizations, including the Estate Planning Council of Cape Cod, Financial Planning Association of MA, Dennis Chamber of Commerce, WE CAN, and the Cape Cod Women's Organization.

##### Anna Maria Waechter, CFP (Born 1958)

Ms. Waechter, an associate of Secure Future Financial Services, Inc. is a Certified Financial Planner™, "CFP"® professional. She has been assisting clients with their personal financial needs for 28 years. She received a BA in Economics from Regis College in 1980. She began her career at The First National Bank of Boston as an Asst. V.P. in the Lending area which subsequently led her to pursue a Diploma in the Financial Planning Program at Boston University. She has been a Certified Financial Planner® licensee since 1996, and has maintained it through continued education in the areas of financial planning; tax planning, insurance planning, investment planning, retirement planning and estate planning. Ms. Waechter is a native Cape Codder and a resident of

Marstons Mills. She has been involved on community boards and volunteered for local non-profits. She has belonged to professional organizations, such as the Financial Planning Association and the Estate Planning Council of Cape Cod.

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

Principals and employees of SFFS may buy or sell securities that are also recommended to clients. There is no conflict of interest as the securities are usually widely held and publicly traded and the amount of any transaction would not be significant enough to affect the price of the security.

## **8. Code of Ethics**

SFFS has adopted a Code of Ethics pursuant to Rule 204A-1 of the Advisers Act to prevent violations of federal securities laws. The Code of Ethics is predicated on the principle that SFFS owes a fiduciary duty to its clients. Accordingly, SFFS expects all employees to act with honesty, integrity and professionalism and to adhere to federal securities laws. All officers, directors, partners and employees of SFFS and any other person who provides advice on behalf of SFFS and is subject to SFFS's control and supervision are required to adhere to the Code of Ethics. At all times, SFFS and its employees must (i) place client interests ahead of SFFS's; (ii) engage in personal investing that is in full compliance with SFFS's Code of Ethics; and (iii) avoid taking advantage of their position. Clients may request a copy of SFFS's Code of Ethics by contacting Christina Kemprecos at (508) 385-2136.

## **9. Conditions for Managing Accounts**

### Financial Planning and Consulting Services

There are no account or net worth minimums for Financial Planning or Consulting Services clients.

### Investment Management and Investment Supervisory Services

SFFS requires new clients have a minimum account of \$100,000 for Investment Management Services, provided, however, that SFFS retains the right to reduce or waive this minimum account size. Accounts of less than \$100,000 may be set up when the client and SFFS anticipate the client will add additional funds to the accounts bringing the total to \$100,000 within a reasonable time. SFFS may combine related household accounts for fee calculation purposes. Other exceptions will apply to employees of SFFS and their relatives, or relatives of existing clients. Economic hardship circumstances may also be taken into consideration.

### Money Manager Search and Monitoring

Clients should refer to the independent money manager's disclosure document for information on minimum account size requirements or any other conditions for managing an account.

## **10. Reports to Clients**

SFFS does not prepare regular client reports. Client will receive reports directly from their broker-dealer, account custodian, mutual fund company and other money managers.

## **11. Privacy Policy**

SFFS has adopted a privacy policy with recognition that protecting the privacy and security of the personal information we obtain about our clients and potential clients is an important responsibility. We also know that our clients expect us to service them in an accurate and efficient manner. To do

so, we must collect and maintain personal information about them. We want our clients to know what information we collect and how we use and safeguard that information.

#### What Information We Collect

We collect certain nonpublic personal identifying information about our clients (such as their name, address, social security number, etc.) from information that they provide on applications or other forms as well as communications (electronic, telephone, written or in person) with them or their authorized representatives (such as their attorney, accountant, etc.). We also collect information about their brokerage accounts and transactions (such as purchases, sales, account balances, inquiries, etc.).

#### What Information We May Disclose

We do not disclose the nonpublic personal information we collect about our clients to anyone except in furtherance of our business relationship with them and then only to those persons necessary to effect the transactions and provide the services that they authorize (such as broker-dealers, custodians, independent managers, etc.) or as otherwise provided by law. We are permitted by law to disclose the nonpublic personal information about our clients to other third parties in certain circumstances (such as third parties that perform administrative or marketing services on our behalf or for joint marketing programs). These third parties are prohibited to use or share the information for any other purpose. If our customers decide at some point to either terminate our services or become an inactive client, we will continue to adhere to our privacy policy, as may be amended from time to time.

#### Security of our Clients' Information

We restrict access to our clients' nonpublic personal information to those employees who need to know that information to service their account. We maintain physical, electronic and procedural safeguards that comply with applicable federal and state standards to protect their nonpublic personal information.

#### Changes to our Privacy Policy or Relationship with our Clients

Our policy about obtaining and disclosing information may change from time to time. We will provide our clients with notice of any material change to this policy before we implement the change. Clients may request a copy of SFFS's Privacy Policy by contacting Christina Kemprecos at (508) 385-2136.

## **12. Investment or Brokerage Discretion**

SFFS will not take physical possession. While clients may execute transactions through any broker of their choice, SFFS may recommend any one of several brokers. SFFS does not participate in any transaction fees or commissions paid to the broker-dealer or custodian and does not receive any fees or commissions for the opening or maintenance of client accounts at recommended brokers. When evaluating brokers, SFFS's primary objective is to obtain the best price and best execution, taking into account the costs, promptness of execution and other qualitative considerations. SFFS evaluates a wide range of criteria in seeking the most favorable price and market for the execution of transactions. These include the broker's commission rate, financial strength and stability, capability, positioning and distribution capabilities, information in regard to the availability of securities, costs associated with trading, opinion pertaining to trading and prior performance in serving SFFS.



### Directed Brokerage

Certain clients may direct SFFS to use particular brokers for executing transactions in their accounts. To the extent brokerage transactions are placed with particular brokers as directed by a client, SFFS's ability to achieve best execution may be eliminated. Clients who direct SFFS to use particular brokers may pay higher commissions than those that do not. SFFS reserves the right to decline acceptance of any client account that directs the use of a broker if SFFS believes that the broker dealer would adversely affect SFFS's fiduciary duty to the client and/or ability to effectively service the client portfolio.

### Aggregation and Allocation of Trades

It is the objective of SFFS to provide a means of allocating trading and investment opportunities between advisory clients on a fair and equitable basis and in compliance with all applicable state and federal guidelines. With respect to clients' accounts with substantially similar investment objectives and policies, SFFS may often seek to purchase or sell a particular security in each account. SFFS will aggregate orders only when such aggregation is consistent with SFFS's duty to seek best execution and is consistent with the investment objective of each client. No client account will be unfairly favored over any other account. Each client that participates in an aggregated order will participate based on the average execution price in that particular security. All transaction costs will be allocated *pro rata* based on each client's participation in the transaction. All securities purchased or sold, whether the order is filled completely or partially, will then be allocated *pro rata* based on the assets of each account.

## **13. Additional Compensation**

SFFS may recommend that clients establish brokerage accounts with certain registered broker-dealers to maintain custody of clients' assets and to effect trades for their accounts. Any such broker-dealer is not affiliated with SFFS. These broker-dealers may provide SFFS with access to its institutional trading and operations services, which are typically not available to retail investors. These services may include research, brokerage, custody, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. These broker-dealers may also make available to SFFS other products and services that benefit SFFS but may not benefit its clients' accounts. Some of these other products and services assist SFFS in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of SFFS's fees from its clients' accounts, and assist with back-office support, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of SFFS's accounts, including accounts not maintained at the specific broker-dealer that is offering this particular service. These broker-dealers also provide SFFS with other services intended to help SFFS manage and further develop its business enterprise. These services may include consulting, publications, conferences and presentations on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, these broker-dealers may make available, arrange and/or pay for these types of services to SFFS by independent third parties. These broker-dealers may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to SFFS.

## **14. Client Complaints**

Clients may contact Christina Kemprecos at (508) 385-2136 to submit a complaint. Written complaints should be sent to Secure Future Financial Services, 811 Route 6A, P.O. Box 1067, Dennis, Massachusetts 02638.

**15. Client Acknowledgement**

The undersigned client acknowledges that he or she has received, read and understands the contents of this Disclosure Brochure.

CLIENT(S)

SECURE FUTURE FINANCIAL SERVICES, INC.

\_\_\_\_\_  
Signature

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

Name:

Title:

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

\_\_\_\_\_  
Signature

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