

OMB APPROVAL

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Name of Investment Adviser: Seal Financial Services, Inc.				
Address: (Number and Street)	(City)	(State)	(Zip Code)	Area Code Telephone Number
7600 East Eastman Avenue, Suite 412	Denver	CO	80231	303 671-9777

This part of Form ADV gives information about the investment adviser and its business for the use of clients.
The information has not been approved or verified by any governmental authority.

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(Schedules A, B, C, D, and E are included with Part I of this Form, for the use of regulatory bodies, and are not distributed to clients.)

Potential Persons who are not to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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1. A. Advisory Services and Fees. (check the applicable boxes)

For each type of service provided, state the approximate % of total advisory billings from that service. (See instruction below.)

Applicant:

- | | |
|---|---------|
| <input checked="" type="checkbox"/> (1) Provides investment supervisory services | 70 % |
| <input type="checkbox"/> (2) Manages investment advisory accounts not involving investment supervisory services | _____ % |
| <input type="checkbox"/> (3) Furnishes investment advice through consultations not included in either service described above | _____ % |
| <input type="checkbox"/> (4) Issues periodicals about securities by subscription | _____ % |
| <input type="checkbox"/> (5) Issues special reports about securities not included in any service described above | _____ % |
| <input type="checkbox"/> (6) Issues, not as part of any service described above, any charts, graphs, formulas, or other devices which client may use to evaluate securities | _____ % |
| <input checked="" type="checkbox"/> (7) On more than an occasional basis, furnishes advice to clients on matters not involving securities | 30 % |
| <input type="checkbox"/> (8) Provides a timing service | _____ % |
| <input type="checkbox"/> (9) Furnishes advice about securities in any manner not described above | _____ % |

(Percentages should be based on applicant's last fiscal year. If applicant has not completed its first fiscal year, provide estimates of advisory billings for that year and state that the percentages are estimates.)

Yes No

B. Does applicant call any of the services it checked above financial planning or some similar term?

☒ ☐

C. Applicant offers investment advisory services for: (check all that apply)

- | | |
|--|---|
| <input checked="" type="checkbox"/> (1) A percentage of assets under management | <input type="checkbox"/> (4) Subscription fees |
| <input checked="" type="checkbox"/> (2) Hourly charges | <input checked="" type="checkbox"/> (5) Commissions |
| <input checked="" type="checkbox"/> (3) Fixed fees (not including subscription fees) | <input type="checkbox"/> (6) Other |

D. For each checked box in A above, describe on Schedule F:

- the services provided, including the name of any publication or report issued by the adviser on a subscription basis or for a fee
- applicant's basic fee schedule, how fees are charged and whether its fees are negotiable
- when compensation is payable, and if compensation is payable before service is provided, how a client may get a refund or may terminate an investment advisory contract before its expiration date

2. Types of Clients -- Applicant generally provides investment advice to: (check those that apply)

- | | |
|---|--|
| <input checked="" type="checkbox"/> A. Individuals | <input checked="" type="checkbox"/> E. Trusts, estates, or charitable organizations |
| <input type="checkbox"/> B. Banks or thrift institutions | <input checked="" type="checkbox"/> F. Corporations or business entities other than those listed above |
| <input type="checkbox"/> C. Investment companies | <input type="checkbox"/> G. Other (describe on Schedule F) |
| <input checked="" type="checkbox"/> D. Pension and profit sharing plans | |

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

3. Types of Investments Applicant offers advice on the following: (check those that apply)

- | | |
|---|---|
| <input type="checkbox"/> A. Equity securities | <input type="checkbox"/> H. United States governmental securities |
| <input type="checkbox"/> (1) exchange-listed securities | |
| <input type="checkbox"/> (2) securities traded over-the-counter | <input type="checkbox"/> I. Options contracts on: |
| <input type="checkbox"/> (3) foreign issuers | <input type="checkbox"/> (1) securities |
| | <input type="checkbox"/> (2) commodities |
| <input type="checkbox"/> B. Warrants | |
| <input type="checkbox"/> C. Corporate debt securities | <input type="checkbox"/> J. Futures contracts on: |
| (other than commercial paper) | <input type="checkbox"/> (1) tangibles |
| <input type="checkbox"/> D. Commercial paper | <input type="checkbox"/> (2) intangibles |
| <input type="checkbox"/> E. Certificates of deposit | |
| <input type="checkbox"/> F. Municipal securities | <input type="checkbox"/> K. Interests in partnerships investing in: |
| | <input type="checkbox"/> (1) real estate |
| <input type="checkbox"/> G. Investment company securities: | <input type="checkbox"/> (2) oil and gas interests |
| <input type="checkbox"/> (1) variable life insurance | <input type="checkbox"/> (3) other (explain on Schedule F) |
| <input type="checkbox"/> (2) variable annuities | |
| <input type="checkbox"/> (3) mutual fund shares | <input type="checkbox"/> L. Other (explain on Schedule F) |

4. Methods of Analysis, Sources of Information, and Investment Strategies.

A. Applicant's security analysis methods include: (check those that apply)

- | | |
|--|--|
| <input type="checkbox"/> (1) Charting | <input type="checkbox"/> (4) Cyclical |
| <input type="checkbox"/> (2) Fundamental | <input type="checkbox"/> (5) Other (explain on Schedule F) |
| <input type="checkbox"/> (3) Technical | |

B. The main sources of information applicant uses include: (check those that apply)

- | | |
|--|--|
| <input type="checkbox"/> (1) Financial newspapers and magazines | <input type="checkbox"/> (5) Timing services |
| <input type="checkbox"/> (2) Inspections of corporate activities | <input type="checkbox"/> (6) Annual reports, prospectuses, filings with the Securities and Exchange Commission |
| <input type="checkbox"/> (3) Research materials prepared by others | <input type="checkbox"/> (7) Company press releases |
| <input type="checkbox"/> (4) Corporate rating services | <input type="checkbox"/> (8) Other (explain on Schedule F) |

C. The investment strategies used to implement any investment advice given to clients include: (check those that apply)

- | | |
|--|--|
| <input type="checkbox"/> (1) Long term purchases (securities held at least a year) | <input type="checkbox"/> (5) Margin transactions |
| <input type="checkbox"/> (2) Short term purchases (securities sold within a year) | <input type="checkbox"/> (6) Option writing, including covered options, uncovered options, or spreading strategies |
| <input type="checkbox"/> (3) Trading (securities sold within 30 days) | <input type="checkbox"/> (7) Other (explain on Schedule F) |
| <input type="checkbox"/> (4) Short sales | |

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

Applicant:
Seal Financial Services, Inc.

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801- 61050

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03/01/2010

5. Education and Business Standards.

Yes No

Are there any general standards of education or business experience that applicant requires of those involved in determining or giving investment advice to clients?.....

☒ ☐

(If yes, describe these standards on Schedule F.)

6. Education and Business Background.

For:

- each member of the investment committee or group that determines general investment advice to be given to clients, or
- if the applicant has no investment committee or group, each individual who determines general investment advice given to clients (if more than five, respond only for their supervisors)
- each principal executive officer of applicant or each person with similar status or performing similar functions.

On Schedule F, give the:

- | | |
|-----------------|--|
| • name | • formal education after high school |
| • year of birth | • business background for the preceding five years |

7. Other Business Activities. (check those that apply)

- ☒ A. Applicant is actively engaged in a business other than giving investment advice.
- ☒ B. Applicant sells products or services other than investment advice to clients.
- ☐ C. The principal business of applicant or its principal executive officers involves something other than providing investment advice.

(For each checked box describe the other activities, including the time spent on them, on Schedule F.)

8. Other Financial Industry Activities or Affiliations. (check those that apply)

- ☐ A. Applicant is registered (or has an application pending) as a securities broker-dealer.
- ☐ B. Applicant is registered (or has an application pending) as a futures commission merchant, commodity pool operator or commodity trading adviser.
- C. Applicant has arrangements that are material to its advisory business or its clients with a related person who is a:
- | | |
|---|---|
| <input type="radio"/> (1) broker-dealer | <input type="radio"/> (7) accounting firm |
| <input checked="" type="radio"/> (2) investment company | <input checked="" type="radio"/> (8) law firm |
| <input type="radio"/> (3) other investment adviser | <input checked="" type="radio"/> (9) insurance company or agency |
| <input type="radio"/> (4) financial planning firm | <input type="radio"/> (10) pension consultant |
| <input type="radio"/> (5) commodity pool operator, commodity trading adviser or futures commission merchant | <input type="radio"/> (11) real estate broker or dealer |
| <input type="radio"/> (6) banking or thrift institution | <input type="radio"/> (12) entity that creates or packages limited partnerships |

(For each checked box in C, on Schedule F identify the related person and describe the relationship and the arrangements.)

Yes No

- D. Is applicant or a related person a general partner in any partnership in which clients are solicited to invest?...

☐ ☒

(If yes, describe on Schedule F the partnerships and what they invest in.)

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

Applicant:
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9. Participation of Interest in Client Transactions.

Applicant or a related person: (check those that apply)

- ☐ A. As principal, buys securities for itself from or sells securities it owns to any client.
- ☒ B. As broker or agent effects securities transactions for compensation for any client.
- ☐ C. As broker or agent for any person other than a client effects transactions in which client securities are sold to or bought from a brokerage customer.
- ☐ D. Recommends to clients that they buy or sell securities or investment products in which the applicant or a related person has some financial interest.
- ☒ E. Buys or sells for itself securities that it also recommends to clients.

(For each box checked, describe on Schedule F when the applicant or a related person engages in these transactions and what restrictions, internal procedures, or disclosures are used for conflicts of interest in those transactions.)

Describe, on Schedule F, your code of ethics, and state that you will provide a copy of your code of ethics to any client or prospective client upon request.

- | | | |
|--|----------------------------------|-----------------------|
| 10. Conditions for Managing Accounts. Does the applicant provide investment supervisory services, manage investment advisory accounts or hold itself out as providing financial planning or some similarly termed services <i>and</i> impose a minimum dollar value of assets or other conditions for starting or maintaining an account? | Yes | No |
| | <input checked="" type="radio"/> | <input type="radio"/> |

(If yes, describe on Schedule F.)

11. Review of Accounts. If applicant provides investment supervisory services, manages investment advisory accounts, or holds itself out as providing financial planning or some similarly termed services:

- A. Describe below the reviews and reviewers of the accounts. **For reviews**, include their frequency, different levels, and triggers factors. **For reviewers**, include the number of reviewers, their titles and functions, instructions they receive from applicant on performing reviews, and number of accounts assigned each.

The Adviser reviews the managed accounts on a systematic basis, at least quarterly, for suitability, asset allocation and consistency of company policies. Trades are reviewed within one day of the trade date.

The evaluations are performed by the principals of the firm.

- B. Describe below the nature and frequency of regular reports to clients on their accounts.

The Adviser prepares reports on a quarterly basis and reports are sent to clients for the review. Separate and independent reports are sent to the client by the custodian on a monthly basis. Clients may request reports more often if they so choose. The Adviser encourages the Client to meet with Adviser at least quarterly, preferably in person.

12. Investment or Brokerage Discretion.

A. Does applicant or any related person have authority to determine, without obtaining specific client consent, the:

- | | | |
|--|-----------------------|-----------------------|
| (1) securities to be bought or sold? | Yes | No |
| | <input type="radio"/> | <input type="radio"/> |
| (2) amount of the securities to be bought or sold? | Yes | No |
| | <input type="radio"/> | <input type="radio"/> |
| (3) broker or dealer to be used? | Yes | No |
| | <input type="radio"/> | <input type="radio"/> |
| (4) commission rates paid? | Yes | No |
| | <input type="radio"/> | <input type="radio"/> |

B. Does applicant or a related person suggest brokers to clients? ☐ Yes ☐ No

For each yes answer to A describe on Schedule F any limitations on the authority. For each yes to A(3), A(4) or B, describe on Schedule F the factors considered in selecting brokers and determining the reasonableness of their commissions. If the value of products, research and services given to the applicant or a related person is a factor, describe:

- the products, research and services
- whether clients may pay commission higher than those obtainable from other brokers in return for those products and services
- whether research is used to service all of applicant's accounts or just those accounts paying for it; and
- any procedures the applicant used during the last fiscal year to direct client transactions to a particular broker in return for products and research services received.

13. Additional Compensation.

Does the applicant or a related person have any arrangements, oral or in writing, where it:

- | | | |
|---|-----------------------|-----------------------|
| A. is paid cash by or receives some economic benefit (including commissions, equipment or non-research services) from a non-client in connection with giving advice to clients? | Yes | No |
| | <input type="radio"/> | <input type="radio"/> |
| B. directly or indirectly compensates any person for client referrals? | Yes | No |
| | <input type="radio"/> | <input type="radio"/> |

(For each yes, describe the arrangements on Schedule F.)

14. Balance Sheet. Applicant must provide a balance sheet for the most recent fiscal year on Schedule G if applicant:

- has custody of client funds or securities (unless applicant is registered or registering only with the Securities and Exchange Commission); or
 - requires prepayment of more than \$500 in fees per client and 6 or more months in advance
- Has applicant provided a Schedule G balance sheet? ☐ Yes ☐ No

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p>NOTE: ALL REFERENCES TO “AFFILIATED PERSON (S)” ARE DEEMED TO REFER TO INDIVIDUALS ASSOCIATED WITH THE APPLICANT SEAL FINANCIAL SERVICES, INC.</p> <p>All usage of the term “conflict of interest” in this ADV shall apply to matters:</p> <p>A. Where the “Affiliated Person” receives compensation direct or indirect, in the process of providing service to the client; such as where securities offered by “Affiliated Person” provide compensation in addition to quoted managed fee, through first-year commissions; and/or commission trails on various investments in securities made by client.</p> <p>B. Where “Affiliated Person” is concurrently servicing other clients whose interests may be given preference;</p> <p>C. Where securities and services offered by “Affiliated Person” may be limited to those, which the associated person may offer through association with Geneos Wealth Management, Inc.</p> <p>“Affiliated Person” will keep client fully apprised of all potential conflicts of interests.</p> <p>1.A.(1) Approximately seventy (70%) percent of Affiliated Persons’ effort will involve investment supervisory services.</p> <p>1.A.(7) Approximately thirty (30%) percent will involve advice about non-securities related matters, i.e. general financial planning, estate planning and estate settlement, risk management such as, long-term care insurance, structured settlement fixed annuities) and life insurance.</p> <p>1.D Specific charges for any of the above forms of financial planning and asset management services to clients will be classified in one of two ways: (1) assets in portfolio(s), for which a percentage fee is charged based on the amount in the portfolio(s); or (2) a variety of special services which may be compensated by hourly fees, flat fees, or commissions on securities and/or insurance products. Each type of service will be offered as a contract to the client.</p> <p>The two broad categories of service which Affiliated Persons shall make available as contracts to its clients are:</p> <ol style="list-style-type: none"> 1. Custom Portfolio Investment Adviser Contract (Exhibit I) 2. Single Purpose/Limited Scope Contract (Exhibit II) <p>Because mutual funds pay fees to their mutual fund advisers/managers and such fees are therefore indirectly charged to all holders of mutual fund shares, Clients with mutual funds in their portfolios are effectively paying both the Investment Advisor (Seal Financial Services,</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 1

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
1.D. (continued)	<p>Inc.) and the mutual</p> <p>fund advisers/managers for the management of their assets. Clients who place mutual fund shares under the Investment Adviser's management are therefore subject to both the Investment Advisor's direct management fee and the indirect management fee of the mutual fund's advisers/managers.</p> <p><u>1. Custom Portfolio Investment Adviser Contract</u></p> <p>a. Investment Policy Development and Portfolio Design:</p> <p>For a minimum account size of \$200,000 (unless otherwise agreed) adviser will work with Client to create a unique investment portfolio(s). Through personal discussions with Client, adviser will help Client establish goals and objectives for the portfolio(s). Based on particular circumstances of Client, adviser will help Client develop an Individualized Personal Investment Policy and a customized investment portfolio(s). This service is designed to anticipate Client risk thresholds, personal financial requirements and total resources to be included in the portfolio(s). By utilizing the available Client assets combined with Client's personal goals and responsibilities a coordinated portfolio(s) is constructed that may involve Client's accounts located with various custodians. Through this process, Investment Adviser will help establish a Client's investment policy utilizing various analytical tools and personal needs and objectives. Recommendations are made subject to Client's individual approval.</p> <p>Fee: The fees for this service may be charged at .25% of investable assets identified by Client for inclusion into a coordinated portfolio(s) with a maximum fee of \$2,500, unless otherwise agreed, depending upon issues that may be unique to the client.</p> <p>b. On-going Monitoring, Reporting, and Recommendations</p> <p>This service entails on-going monitoring, reporting and review of asset type and asset quality. Client will receive quarterly reports detailing the content of the coordinated portfolio(s). In addition, our investment committee will individually review Client's coordinated portfolio(s), no less than quarterly. Investment Adviser and or staff will meet with Client to discuss his or her coordinated portfolio(s) as Client requires and answer any investment recommendation in person or by telephone at no additional cost.</p> <p>The cost of this service is as follows:</p> <p style="padding-left: 40px;">1.00% for the first \$1,000,000 under management 0.75% for \$1,000,001 to \$1,999,999 under management 0.50% for \$2,000,000 to \$2,999,999 under management 0.25% for the amount exceeding \$3,000,000 under management</p> <p>The minimum annual fee is \$1,200. The cost of the coordinated, ongoing monitoring portfolio service is based on the fee schedule listed above, unless otherwise agreed, depending upon issues that</p>

**Schedule F of
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
1.D. (continued)	<p>may be unique to the Client. <u>Billing begins when the engagement contract is signed. Fees begin to accumulate when assets arrive at the custodian.</u> If the engagement contract is not signed at the beginning of a calendar quarter, the fee will be prorated based on the number of days during the quarter the assets were being managed by the Investment Advisor for the Client. If Client uses private money managers through adviser's broker/dealer, any amount invested in these types of investments will be excluded from funds included in the fee schedule. The on-going management fee on new accounts, and additions made to existing accounts which are part of the coordinated portfolio (s), will be payable in arrears on a pro-rata basis. The fee is due within ten (10) days of invoice receipt. Investment Adviser may amend fees upon sixty (60) days written notice to Client.</p> <p>Because mutual funds pay fees to their mutual fund advisers/managers and such fees are therefore indirectly charged to all holders of mutual fund shares, Clients with mutual funds in their portfolios are effectively paying both the Investment Advisor (Seal Financial Services, Inc.) and the mutual fund advisers/managers for the management of their assets. Clients who place mutual fund shares under the Investment Adviser's management are therefore subject to both the Investment Adviser's direct management fee and the indirect management fee of the mutual fund's advisers/managers.</p> <p>If the Client were to purchase a variable annuity from the Investment Adviser, the Adviser may be paid a commission. This information will be disclosed in advance and approved by the Client before such purchase is executed. Under this circumstance, the Adviser's management fee outlined above will not be applied to the amount of the variable annuity for a period of two (2) years from the date of purchase. (See Section V, Disclosure Pertaining to Conflict of Interest.).</p> <p>The Custom Portfolio Investment Adviser Contract fee shall be paid quarterly, in arrears based on the above outlined schedule; while the funds are in the Client's account(s) which is (are) part of the Client's coordinated portfolio(s). The fee will be calculated as a set percentage of the market value of the Client's account at the end of the quarter. The Investment Adviser shall not be compensated on the capital gains or upon any capital appreciation of the funds or any portion of the funds of the Client. This contract shall remain in effect unless terminated by either party.</p> <p>_____ Client authorizes Investment Adviser to deduct investment adviser fees directly from Client's custodian accounts. In these instances Investment Adviser will provide a copy of the billing to Client before deducting said fees and will otherwise comply in all respects with the guidelines of the SEC, relevant to such arrangements.</p> <p>NOTE: Actual Custom Portfolio Investment Adviser Contract is included in Exhibit I.</p> <p><u>2. Single Purpose/Limited Scope Contract</u></p> <p>This contract includes several methods of compensation which may be arranged with the Client by mutual agreement: compensation by a <u>flat fee</u> quoted to the Client based upon the complexity of the case; by <u>hourly fees</u> for investment advice or non-investment services; or compensation in the form of <u>commission only</u> for plan implementation. In the case of <u>flat fee</u>, a twenty-five percent (25%) retainer up to \$400 will be required in advance at the time of formal engagement with the balance due and payable in two ways: (1) paying remaining amount either in full at such time of presentation</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 3

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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
1.D. (continued)	<p>of the completed plan/work product; or (2) in two equal monthly payments over the next two months of the contract year. No fee is paid more than 6 months in advance. The Investment Adviser shall not be compensated on the capital gains or upon any capital appreciation of the funds or any portion of the funds of the Client.</p> <p>Flat fees for the above services range from \$450 to \$4,000 depending upon the complexity of the case.</p> <p><u>Client Billing Choices:</u></p> <p>The fee for services will be compensated by: (Client(s) to check preferred method.)</p> <p>_____ Flat fee of _____.</p> <p>We (I) understand that 25% of the fee up to \$400 is due at the time contract is signed by both parties.</p> <p>_____ Fees billed at \$175 per hour for Affiliated Persons and for professional staff and \$75 per hour for clerical staff. Expert witness preparation and testimony are billed at \$250 - \$500 per hour for Affiliated Persons. Clients may set an upper limit on the number of hours; however; Investment Advisor will provide an estimate of requested services which could be accomplished within the scope of Client's request for a maximum number of hours.</p> <p>_____ Commissions for plan implementation. Client notes that commissions are paid through broker/dealer or through insurance companies. Compensation by commission only applies where Client seeks implementation of financial plan through securities investments and/or insurance products.</p> <p>Note: This Single Purpose/Limited Scope Contract can be expanded at the discretion of both parties with the addition of a signed and dated addendum.</p> <ul style="list-style-type: none"> • Any additional services will be subject to an additional fee agreed to at a future date. • Any additional services requested by the Client shall be charged at the hourly rates specified above. <p>NOTE: Actual Single Purpose/Limited Scope Contract is included in Exhibit II.</p>
3.K.(3)	The Applicant may offer advice regarding limited partnerships in equipment leasing, cable television

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 4

**Schedule F of
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
4.A(5)	and venture capital. Securities analysis methods consist primarily of needs-based, diversified, asset allocations based on modern portfolio theory, personal financial plans and behavioral finance concepts. Allocations are generally made through the use of individual money managers and/or managers of mutual funds. In its mutual fund selections and review process, Affiliated Persons engage in substantial due diligence activities. It utilizes an array of information sources, including, but not limited to, Morningstar reports and research, monthly review by Affiliated Persons and lectures at conferences and conventions. Affiliated Persons' representatives also engage in studies of a myriad of written materials and publicly reported information, conference telephone calls, use research material prepared by others, company press releases or annual reports of SEC filings, investment related periodicals and relationships with mutual funds representatives.
4.B.(8)	Adviser's broker/dealer, Geneos Wealth Management, Inc. reviews and performs due diligence on specific investments.
5.	The Adviser requires all of its officers and professional associates to be college educated and/or have suitable professional designations. As necessary, The Financial Industry Regulatory Authority (FINRA) examinations will be required for all Affiliated Persons who interact directly with clients or their professional advisers.
6.	<p>The requested background information is as follows:</p> <p>Gregory P. Seal, CFP®, MBA, CIMC®, CIMA®; DOB-9/19/49 BS-Business-Economics, Westminster College, SLC, Utah 1972 MBA-Accounting/Finance, Regis College, Denver, Colo. 1983 Business background: Seal Financial Services, Inc, C-Hall Corporation Creative Capital, Inc. and Registered Principal with Geneos Wealth Mgn 1/01/2005 - Present</p> <p>The requested background information is as follows:</p> <p>Janet L. McCoy, CFP®, AIF®; DOB 7/22/49 Center of Fiduciary Studies, 2005 Regis University 1996-1997 College of Financial Planning -1994-1995 Mesa State College 1985-1986 Business Background: JLM Financial Services, 2000-2004 Seal Financial Services: 1997-2000 and Registered Representative with Geneos Wealth Mgn 1/01/2005-Present</p> <p>The requested background information is as follows:</p> <p>Bradley J. Frigon, JD, LLM(Tax); DOB 1/5/56</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 5

**Schedule F of
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
7.A.	<p>Juris Doctor Degree in 1981-Washburn University, Master of Laws Degree in Taxation in 1982-University of Denver. Member of the American Bar Association, Colorado Bar Association, the National Academy of Elder Law Attorney (NAELA), The Special Needs Trust Alliance and Fellow in the Kansas Bar Association.</p> <p>Business Background:Law Offices of Bradley J. Frigon 2000-2006-practicing attorney, licensed in Colorado and Kansas, and Registered Representative of Geneos Wealth Mgn-8/2006-Present</p> <p>Affiliated Persons provide consulting services in the areas of estate and tax planning, financial planning and business planning accounts for twenty percent (20%) of the activity.</p>
7.B	<p>Affiliated Persons are involved in product sales of insurance, including life insurance, disability insurance, long term care insurance and annuities (variable and fixed). Insurance, annuities or other matters not involving securities account for about ten percent (10%) of time attributable to 7.A. activities.</p> <p>Potential conflicts of interest can exist. Refer to beginning of Schedule F of Form ADV Part II for discussion of conflict of interest.</p>
8.C.(2)	<p>Affiliated Persons may have signed a solicitation agreement with outside portfolio management programs, 3rd party money managers, approved by Geneos Wealth Management, Inc. Clients using outside portfolio managers are assisted by Affiliated Persons in the selection of one or more of these portfolio management programs. Affiliated Persons do not receive commissions from the outside money managers for recommending this investment product. However, Affiliated Persons may receive a fee based on a percentage of assets invested with the 3rd party money manager.</p> <p>Potential conflicts of interest can exist. Refer to beginning of Schedule F of Form ADV Part II for discussion of conflict of interest.</p>
8.C.(8)	<p>An Affiliated Person (Bradley J. Frigon) also is a practicing lawyer and owns the Law Offices of Bradley J. Frigon. If Mr. Frigon receives a commission on investments or products that he recommends to clients, this may constitute a conflict on interest. If these investments are offered to clients a disclosure statement outlying Mr. Frigon's compensation and services will be provided to clients prior to engagement. The Adviser receives no financial consideration from Mr. Frigon in connection with Client referrals to Mr. Frigon for legal services.</p>
8.C.(9)	<p>An Affiliated Person (Gregory Phillip Seal) also owns a corporation C-Hall Corporation; which markets and sells health insurance, life insurance, Medicare supplements, fixed annuities and long-term health care insurance to individuals who may or may not be clients of Seal Financial Services, Inc. If employees or Affiliated Persons receive a commission on insurance products recommended to clients, this may constitute a conflict of interest for Investment Adviser. Such conflict is specifically noted and acknowledged to client.</p> <p>Gregory P. Seal is an insurance agent with Creative Capital Inc., a structured settlement fixed annuity</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 6

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant:	SEC File Number:	Date:
Seal Financial Services, Inc.	801- 61050	03/01/2010

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
9.B.	<p>insurance company. If an Affiliated Person receives a commission from the sale of a fixed annuity this may constitute a conflict of interest for the Investment Adviser. Such conflict is specifically noted and acknowledged to the client before such recommendations are made.</p> <p>An Affiliated Person (Gregory Phillip Seal) is part owner of the DreamLaunch, LLC. a limited liability company; which offers celebration services that consists of launching small sport rockets for birthday and other special occasions. DreamLaunch, LLC. gives no financial advice regarding investments, financial planning or advice regarding life insurance. Advisor receives no financial consideration from DreamLaunch, LLC. However, an Affiliated Person, Gregory Phillip Seal, may receive financial compensation for providing celebration services described above.</p> <p>Affiliated Persons utilize custodians for client accounts to include, but not limited to the following: Charles Schwab & Company, Inc., Colorado State Bank & Trust, and American National Bank and various annuity companies. Affiliated Persons receive no commission or fees from these custodians for recommending their use when appropriate to clients.</p> <p>Geneos Wealth Management, Inc./Pershing may be recommended to the Client in special circumstances. If so, there could be a commission paid to the Affiliated Persons for the purchase of an investment product. Full and complete disclosure of the amount of the commission will be disclosed to the Client prior to any decision made by client. Geneos Wealth Management, Inc., as a broker/dealer, may offer securities to, purchase securities from, or effect security transactions on behalf of a client that the Affiliated Persons recommends. All FINRA and SEC disclosure restrictions and internal procedures are observed for all transactions.</p> <p>There may be transaction charges involved when purchasing securities at the above custodians, however, Affiliated Persons do not receive any portion of the transaction charge. Clients are made aware, in advance, of transaction charges that will be incurred by each custodian for the purchase of investment products.</p> <p>Although Affiliated Persons make every attempt to receive the most advantageous fee schedule from each custodian, there could be less costly custodian transaction services available through other discount brokers.</p> <p>Potential conflicts of interest can exist. Refer to beginning of Schedule F of Form ADV Part II for discussion of conflict of interest.</p>
9.E.	<p>The Adviser, Affiliated Persons and related persons may own interests in mutual funds, money market accounts, Treasury Notes, Exchange Traded Funds, or other securities that may, in turn, be recommended to clients. In no event will such recommendations be made where the ownership interests of an Affiliated Person or related person is more than "de minimus" or where the related person could influence the value of personal holdings through the making of such a recommendation.</p> <p>Adviser has adopted a firm wide policy statement outlining insider trading compliance by Applicant and its associated persons and other employees. This statement has been distributed to all associated persons and other employees of Applicant and has been signed and dated by each person.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 7

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer
10.	<p>Affiliated Persons, Principals, employees and contract employees may buy and sell securities identical to those recommended to clients for their personal account. However, they cannot be bought or sold 1 week prior to a transaction being implemented for an advisory account. That is, principals and employees may not benefit from transactions placed on behalf of clients.</p> <p>Seal Financial Services, Inc. maintains a list of securities holdings for itself and everyone associated with the practice. A principal of Seal Financial Services, Inc regularly reviews these holdings.</p> <p>All principals, employees, and contract employees will be required to sign an attestation of knowledge and understanding of Federal and State law requirements regarding insider trading.</p> <p>Any related person not in observance of the above may be subject to termination.</p> <p>Yes, minimum dollar value of assets is \$200,000, unless otherwise agreed, depending upon issues that may be unique to the Client.</p>
12.A, (1) & 12.A. (2)	<p>Adviser has limited discretionary authority with respect to the purchase and sale of fixed income investments to include certificates of deposits and money market funds purchased through Charles Schwab Institutional, American National Bank and Colorado State Bank and Trust. Specific recommendations are presented to the Client and approval is obtained before purchases or sales are made. Adviser is given discretion to choose the exact amount of the trade, the price of the security, the issuer and the maturity date based upon market conditions at the time of placing the order. Adviser is also given discretion to move cash from the sweep account to a money market fund paying a higher yield.</p> <p>Seal Financial Services, Inc. ("Seal Financial") exercises discretion in connection with the management of funds held by certain trusts. The trusts may have a single corporate trustee that is either a bank, a subsidiary of a bank or a trust company or the trust may have co-trustees consisting of a bank or trust company together with an individual client. The discretion is exercised within certain parameters established by the applicable trust document and an investment policy statement. The discretion is evidenced by a written agreement signed by the trustee. These accounts are reviewed periodically to determine if the investments are consistent with the investment policy statement and to determine whether adjustments need to be made. Investments made in these accounts are also reviewed for potential conflicts of interest with personal accounts of employees of Seal Financial as well as in other client accounts.</p>
12.B.	<p>The Adviser suggests brokers to advisory clients for custody of assets and execution of transactions. Adviser on occasion will suggest its Affiliated Broker Dealer, Geneos Wealth Management Inc. to its advisory clients depending upon the client's specific circumstances. These transactions will be limited in scope and will not involve execution of stocks and/or fixed transactions on behalf of advisory clients. Adviser considers the cost of custody, execution and quality of service and accuracy in connection with these recommendations. Adviser receives certain services including electronic downloads and fee debiting. The value of these services is not a factor in suggesting brokers.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 8

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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer
13.A.	<p>Adviser receives some economic benefit from non-clients in connection with giving advice to clients. The benefits include electronic data downloads, fee debiting and certain practice management and compliance support from brokers who hold assets for advisory clients. Adviser or its affiliates may also receive insurance commissions in connection with the sale of insurance products to advisory clients the amount will vary with the product and the circumstances. Adviser or its affiliates may also receive compensation in the form of meals and entertainment and food and lodging from third parties.</p> <p>Adviser may sell commissionable securities products and insurance products and receive an economic benefit from giving advice to clients with regard to the security or insurance product. (Also see responses to sections 8.C (3) and 8.C (9)). The Advisor may receive partial reimbursement from Creative Capital Inc. for advertising and marketing expenses paid out for participating in seminars and/or mailings.</p>
13.B.	<p>The Adviser may compensate Affiliated Persons who are also registered representatives for client referrals. The registered representative disclosures to the Client that he/she will be compensated by the Adviser for the referral. Payment will be based on a percentage of the management fee.</p> <p style="text-align: center;">EXHIBIT I</p> <p style="text-align: center;">CUSTOM PORTFOLIO INVESTMENT ADVISER CONTRACT</p> <p>This Agreement entered into by and between Seal Financial Services, Inc., a Registered Investment Adviser whose principal office is 7600 East Eastman Avenue, Suite 412, Denver, CO 80231, (hereinafter called "Investment Adviser") and (hereinafter called "Client").</p> <p style="padding-left: 40px;">The Client hereby retains the Investment Adviser as an adviser upon the terms and conditions hereinafter set forth and the Investment Adviser accepts said retention and agrees to perform the services hereinafter noted upon such terms and conditions.</p> <p style="text-align: center;">Services</p> <p>Article I. The Investment Adviser agrees to assess the Client's financial position, and with the Client's consent, establish objectives for the investable assets, identify risk/reward acceptance levels, and make investment recommendations appropriate to the foregoing.</p> <p>a. The Investment Adviser shall monitor investment performance on an ongoing basis. Investment Adviser will prepare quarterly written reports showing investment values and allocation of Client's accounts. It is understood that no transactions will be effected by the Investment Adviser without first discussing those transactions with Client and obtaining Client's specific approval. After Client's specific approval, Investment Adviser will have limited discretion to effect certain fixed income transactions to include certificates of deposits, individual corporate and individual government bonds. The Client will approve the amount of funds to allocate to fixed income or cash and the degree of risk that Client is willing to accept. This limited discretion will allow Investment Adviser to select, based on market conditions at the time, the appropriate fixed income security, yield,</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 9

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Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer
	<p>maturity date and credit rating that fit Client's investment objectives.</p> <p>Once the Client has provided specific approval, the Adviser will have limited discretion to transfer funds between money market accounts within the same custodian, as deemed necessary by Adviser, to obtain increased yields and/or to make funds available for investment purchases or cash withdrawals for the Client.</p> <p>The Investment Adviser will also have limited discretion as to the time of execution and price of mutual fund and stock transactions that have been previously authorized by the client. The limited discretion authorized by this agreement shall automatically expire within thirty calendar days after it is granted by the client. No other discretion is authorized by this agreement or otherwise.</p> <p>b. The Investment Adviser's services include, but are not limited to, portfolio analysis and design; asset allocation modeling; ongoing review and monitoring of a Client's investment account; consulting on matters relating to the Client's account; recommend repositioning and re-balancing portfolio assets as necessary; issuing periodic information on investment matters that may pertain to the Client's account; and providing a consolidated quarterly statement.</p> <p>c. It is understood that investments may be made on behalf of other Clients of the Investment Adviser prior to the time that recommendation for the same investments may be communicated to the Client, and at prices which may be different.</p> <p>d. Client purchase of products from the Investment Adviser may provide additional compensation to the firm in the form of commissions. However, Client understands that he/she is under no obligation to make any investments or purchase any insurance program that is recommended and that Client is free to implement the recommendations with other parties. In addition, the Client will ultimately be fully responsible for any and all decisions relating to recommendations, advice, or suggestions given by Investment Adviser.</p> <p>e. Client understands that the services rendered under this agreement are advisory in nature, and expressly agrees that Investment Adviser shall not be held liable in any manner with reference to the investment performance of the recommendations, provided that these recommendations are duly provided by Investment Adviser in good faith with reasonable care, and further provided Investment Adviser is in no way in violation of applicable federal or state laws, regulations, or rulings. Client understands that such federal or state laws impose liabilities under certain circumstances on persons who act in good faith, and nothing contained in the foregoing sentence shall in any way constitute a waiver or limitation of any rights, which the undersigned may have under any applicable federal or state laws.</p> <p>Fees</p> <p>Article II. The Client agrees to pay Investment Adviser an investment advisory fee as follows:</p> <p>The Custom Portfolio Investment Adviser Program:</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 10

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Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer
	<p>a. Investment Policy Development and Portfolio Design:</p> <p>For a minimum account size of \$200,000 (unless otherwise agreed) adviser will work with Client to create a unique investment portfolio(s). Through personal discussions with Client, adviser will help Client establish goals and objectives for the portfolio(s). Based on particular circumstances of Client, adviser will help Client develop an Individualized Personal Investment Policy and a customized investment portfolio(s). This service is designed to anticipate Client risk thresholds, personal financial requirements and total resources to be included in the portfolio(s). By utilizing the available Client assets combined with Client's personal goals and responsibilities a coordinated portfolio(s) is constructed that may involve Client's accounts located with various custodians. Through this process, Investment Adviser will help establish a Client's investment policy utilizing various analytical tools and personal needs and objectives. Recommendations are made subject to Client's individual approval.</p> <p>Fee: The fee for this service may be charged at .25% of investable assets identified by Client for inclusion into a coordinated portfolio(s) with a maximum fee of \$2,500, unless otherwise agreed, depending upon issues that may be unique to the client.</p> <p>b. On-going Monitoring, Reporting, and Recommendations</p> <p>This service entails on-going monitoring, reporting and review of asset type and asset quality. Client will receive quarterly reports detailing the content of the coordinated portfolio(s). In addition, our investment committee will individually review Client's coordinated portfolio(s), no less than quarterly. Investment Adviser and or staff will meet with Client to discuss his or her coordinated portfolio(s) as Client requires and answer any investment recommendation in person or by telephone at no additional cost.</p> <p>Unless stated in the actual contract, the cost of this service is as follows:</p> <p>1.00% for the first \$1,000,000 under management, 0.75% for \$1,000,001 to \$1,999,999 under management , 0.50% for \$2,000,000 to \$2,999,999 under management, 0.25% for the amount exceeding \$3,000,000 under management</p> <p>The minimum annual fee is \$1,200. The cost of the coordinated, ongoing monitoring portfolio service is based on the fee schedule listed above, unless otherwise agreed, depending upon issues that may be unique to the Client. <u>Billing begins when the engagement contract is signed. Fees begin to accumulate when assets arrive at the custodian.</u> If the engagement contract is not signed at the beginning of a calendar quarter, the fee will be prorated based on the number of days during the quarter the assets are managed by the Investment Adviser for the Client. If Client uses private money managers through adviser's broker/dealer, any amount invested in these types of investments will be excluded from funds included in the fee schedule. The on-going management fee on new accounts, and additions made to existing accounts which are part of the coordinated portfolio (s), will be payable in arrears on a pro-rata basis. The fee is due within ten (10) days of invoice</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 11

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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer
	<p>receipt. Fees may be amended by Investment Adviser upon sixty (60) days written notice to Client.</p> <p>Because mutual funds pay fees to their mutual fund advisers/managers and such fees are therefore indirectly charged to all holders of mutual fund shares, Clients with mutual funds in their portfolios are effectively paying both the Investment Adviser (Seal Financial Services, Inc.) and the mutual fund advisers/managers for the management of their assets. Clients who place mutual fund shares under the Investment Adviser's management are therefore subject to both the Investment Adviser's direct management fee and the indirect management fee of the mutual fund's advisers/managers.</p> <p>The Custom Portfolio Investment Adviser Contract fee shall be paid quarterly, in arrears based on the above outlined schedule; while the funds are in the Client's account(s) which is (are) part of the Client's coordinated portfolio(s). The fee will be calculated as a set percentage of the market value of the Client's account at the end of the quarter. The Investment Adviser shall not be compensated on the capital gains or upon any capital appreciation of the funds or any portion of the funds of the Client. This contract shall remain in effect unless terminated by either party.</p> <p>Client authorizes Investment Adviser to deduct investment adviser fees directly from Client's custodian accounts. In these instances Investment Adviser will provide a copy of the billing to Client before deducting said fees and will otherwise comply in all respects with the guidelines of the SEC, relevant to such arrangements.</p> <p style="text-align: center;">Termination of Contract</p> <p>Article III. If Client's request to terminate this agreement is communicated to an affiliated person within five (5) business days of the execution of this agreement, the contract will become null and void. The Client or affiliated person shall have the express right to terminate this contract without cause with written notice by either party. If the contract is not terminated on the last day of a calendar quarter (March 31, June 30, September 30, December 31), the fee will be prorated based on the number of days during the quarter the assets were being managed by the Investment Adviser. The termination date of the contract will be the date the termination letter is received by the Investment Adviser or the date the termination letter is sent by the Investment Adviser to the Client.</p> <p style="text-align: center;">Disclosures Pertaining To Delivery of Form ADV</p> <p>Article IV. Client hereby acknowledges either:</p> <p>(A) Receipt of the current Form ADV - Part II of Investment Adviser at least 48 hours prior to entering into this agreement; or</p> <p>(B) Receipt of the current Form ADV - Part II of Investment Adviser at the time of entering into this agreement. Under this circumstance, it is understood that we (I) have the right to terminate this agreement without penalty within five (5) business days of the date set forth below.</p> <p style="text-align: center;">Disclosures Pertaining to Conflict of Interest</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 12

**Schedule F of
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Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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Item of Form (identify)	Answer
	<p>Article V. Investment Adviser has no ownership or interest in any companies, which offer products or services similar to those that might be recommended. However, the Investment Adviser may or may not own (for its own account) the products or investment recommended to the Client.</p> <p>In circumstances where Client has an account or accounts as part of the coordinated portfolio(s) that are located with a custodian, which is not associated with Investment Adviser, the investment adviser may be required to enter into an agreement with the custodian for products and services designed specifically to assist Investment Adviser in servicing Client's coordinated portfolio(s). Under such circumstances Investment Adviser will enter into no agreement in which investment adviser has a conflict of interest with Client's interest as the term "conflict of interest" is defined in investment adviser's ADV.</p> <p>This agreement is used by the Investment Adviser for a Client whose account(s) are held at a broker/dealer with which Affiliated Persons of Investment Adviser have an association, i.e. Charles Schwab, American National Bank, and Colorado State Bank and Trust with approval through Geneos Wealth Management, Inc. Persons employed by the Investment Adviser who are providing investment advice to the Client may also be licensed to sell various insurance products. Affiliated persons, of the Investment Adviser, acting as agents or licensed representatives who are engaged in the sale of insurance products and or variable annuities, may be paid a commission for their services. Purchase of a variable annuity product or investments purchased through Pershing will be processed through Geneos Wealth Management, Inc. and commissions may be shared with the Investment Adviser. Any such relationship will be disclosed to and approved by the Client before such purchase is executed. If employees or affiliates receive a commission on investments or products recommended to Client, this may constitute a conflict of interest for Investment Adviser. Such conflict is specifically discussed with and acknowledged by Client.</p> <p>Client is aware the Investment Adviser is registered with the Securities and Exchange Commission. In addition, affiliated persons of Investment Adviser are also registered representatives of Geneos Wealth Management, Inc. a registered broker/dealer. Notwithstanding the fact that affiliated persons are registered representatives of Geneos, the Investment Adviser is solely responsible for investment advice rendered. Geneos Wealth Management, Inc. and Seal Financial Services, Inc. are not otherwise affiliated. All securities offered by Investment Adviser are approved by Geneos Wealth Management, Inc., which could, but not necessarily, limit the investment recommendations available to the Client.</p> <p style="text-align: center;">Client Account Information</p> <p>Article VI. The Client agrees to furnish Investment Adviser with current account statements or their equivalent, specifying the identification, cost basis and current value of all assets, including those to be managed under this Agreement. Upon executing this Agreement, Client will assure that all account statements and related communication covering assets under management be sent to the Investment Adviser. With respect to any employee benefit plan, for any part of the assets which are included under this Agreement, Client agrees to supply Investment Adviser with any such information and documents as the Investment Adviser shall in its sole discretion deem necessary and advisable to fulfill its duties and responsibilities under the Employee Retirement Income Security Act of 1974 (ERISA).</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 13

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	<p align="center">Confidentiality</p> <p>Article VII. The information and recommendations furnished by the Investment Adviser are solely for the benefit of a Client, and that such information and recommendations may not be transmitted to any other person unless required by law. The Investment Adviser agrees to keep Client information confidential except as required by law. Please refer to the Seal Financial Services, Inc. Privacy Policy Statement dated January 1, 2010, as amended, which describes our treatment of confidential Client information.</p> <p align="center">Representations by Client</p> <p>Article VIII. By the execution and delivery of this Agreement the Client hereby represents and warrants that the terms hereof do not violate any obligation or agreement by which the Client is bound, whether arising by contract, operation of law or otherwise, and if the Client is a corporation (i) the Client represents and warrants that this Agreement has been duly authorized by appropriate corporate action, and when so executed and delivered, will be binding upon the Client in accordance with its terms, and (ii) the Client agrees to deliver to the Investment Adviser and the Custodian such evidence of such authority as the Investment Adviser or the Custodian may reasonably require, whether by way of a certified corporate resolution or otherwise.</p> <p align="center">Liability</p> <p>Article IX. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights, which the Client may have under any federal securities laws.</p> <p align="center">Disclosures</p> <p>Article X. The Client expressly acknowledges that the fee paid hereunder is for investment advice only and accordingly the Investment Adviser is acting in the capacity of an investment adviser when making analyses, commentaries or recommendations regarding securities.</p> <p>In the unlikely event that the interests of the Investment Adviser's account would happen to conflict with an advisory Client's interests, full disclosure would be made to such Client at once.</p> <p>It is further noted that Adviser is in and shall continue to be in total compliance with the Federal Securities Act of 1934 Trading on Non-Public Information and the Insider Trading and Securities Fraud Enforcement Act of 1988. Specifically, Adviser has adopted a firm wide policy statement-outlining insider trading compliance by Adviser and its associated persons and other employees. This statement has been distributed to all associated persons and other employees of Adviser and has been signed and dated by each person.</p> <p>Principals, employees and contract employees may own interests in mutual funds, money market accounts, and other securities that may be recommended to clients. However, such recommendations</p>

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	<p>will not be made where the ownership interest of a related person is more than “de minimus” or where the related person could influence the value of personal holdings through the making of such a recommendation</p> <p>Principals, employees and contract employees may buy and sell securities identical to those recommended to clients for their personal account. However, they cannot be bought or sold prior to a transaction being implemented for an advisory account. That is, principals and employees may not benefit from transactions placed on behalf of clients.</p> <p>Seal Financial Services, Inc. maintains a list of securities holdings for itself and everyone associated with the practice. These holdings are regularly reviewed by a principal of Seal Financial Services, Inc.</p> <p>All principals, employees, and contract employees will be required to sign an attestation of knowledge and understanding of Federal and State law requirements regarding insider trading.</p> <p>Any individual not in observance of the above may be subject to termination.</p> <p style="text-align: center;">Duration</p> <p>Article XI. The term of this Agreement shall commence on the date hereof and shall remain in effect unless terminated by either party with written notice.</p> <p style="text-align: center;">Assignment: Death or Incapacity of Client</p> <p>Article XII. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, guardians, legal representatives.</p> <p>This Agreement may not be assigned by any party without the prior written consent of all parties receiving or rendering services hereunder.</p> <p style="text-align: center;">Pre-Dispute Arbitration Agreement</p> <p>Article XIII.</p> <p>The undersigned understands and agrees that:</p> <ul style="list-style-type: none"> · Arbitration is final and binding on the parties; · The parties to this agreement are waiving their right to seek remedies in court, including the right to a jury trial; · Pre-arbitration discovery is generally more limited than and different from court proceedings; · The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; and <p>The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated</p>

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Item of Form (identify)	Answer				
	<p>with the securities industry.</p> <p>Client and Seal Financial Services, Inc. hereby agree that any controversies or disputes which may arise at any time between the Client and Seal Financial Services, Inc. concerning any transaction or otherwise relating, directly or indirectly, to the construction, performance, or asserted breach of this or any other agreement or obligation between the Client and Seal Financial Services, Inc. shall be determined by arbitration. Such arbitration shall be in accordance with the rules then in effect of the American Arbitration Association. This provision does not constitute a waiver of any rights Client is specifically granted by applicable law.</p> <p>No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.</p> <p style="text-align: center;">Entire Agreement</p> <p>Article XIV. This Agreement embodies all understanding and agreements of the parties hereto and the terms and conditions may not be amended except in writing by the parties.</p> <p>IN WITNESS WHEREOF, I have read the above Agreement and fully understand the various provisions set forth as they affect the services rendered by the Investment Adviser and the parties hereto have duly executed this Agreement</p> <p>THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION PROVISION IN ARTICLE XIII.</p> <table><tr><td>_____ Client Signature</td><td>_____ Date</td></tr><tr><td>_____ Authorized Representative</td><td>_____ Date</td></tr></table> <p style="text-align: center;">EXHIBIT II SINGLE PURPOSE / LIMITED SCOPE CONTRACT</p> <p>This Agreement entered into by and between Seal Financial, Services Inc., a Registered Investment Adviser whose principal office is 7600 E. Eastman Avenue, Suite 412, Denver, CO 80231, (hereinafter called "Investment Adviser") and, (hereinafter called "Client").</p> <p>The Client hereby retains the Investment Adviser as an adviser upon the terms and conditions</p>	_____ Client Signature	_____ Date	_____ Authorized Representative	_____ Date
_____ Client Signature	_____ Date				
_____ Authorized Representative	_____ Date				

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 16

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant:	SEC File Number:	Date:
Seal Financial Services, Inc.	801- 61050	03/01/2010

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p>hereinafter set forth and the Investment Adviser accepts said retention and agrees to perform the services hereinafter noted upon such terms and conditions.</p> <p style="text-align: center;">Services</p> <p>Article I. Client agrees to have Investment Adviser provide the following services:</p> <ul style="list-style-type: none"> · Perform the services as outlined later in this contract and covered in the separate rate sheet contract addendum. · Review and discuss specific financial planning issues which may include but not be limited to financial independence, estate planning or personal risk management issues, retirement planning, or education funding. All issues are detailed in the SINGLE PURPOSE /LIMITED SCOPE CONTRACT SUB-CATEGORY RATE SHEET. · Recommend investment repositioning and current opportunities for new investments if appropriate. · Consult either in person or by telephone with our other financial consultants. · Provide periodic newsletters. · Provide articles and information regarding market and economic conditions. · Sponsor Client seminars. <p>Client understands that Investment Adviser's business consists of providing a wide range of financial planning services. These services may include advice encompassing the entire spectrum of financial services: Money and Investment Planning, Insurance, Tax Advice, Cash Flow Management, Estate Planning, Retirement Planning, College Planning, Business/Practice Planning, Qualified and Discriminatory Plans/Retirement Planning, Life/Disability/Long Term Health Care/Medicare Supplement Insurance/Annuity Planning, etc. Investment Adviser shall not take possession of any securities or other assets of the Client.</p> <p>Client understands that the affiliated persons of Investment Adviser may share in commissions paid in connection with the purchase of securities, annuities, and various insurance programs. With regard to disability, long-term health care, Medicare supplement insurance, and annuity products, Investment Adviser is a licensed broker; and Investment Adviser selects companies who have excellent ratings by A.M. Best & Company and top Standard & Poor's, Moody's, and Duff & Phelps, Inc. investment portfolio ratings. The purchase of products from Investment Adviser may provide additional compensation to the firm in the form of commissions. However, Client understands that he/she is under no obligation to make any investments or purchase any insurance program that is recommended and that Client is free to implement the recommendations with other parties. In addition, the Client will ultimately be fully responsible for any and all decisions relating to recommendations, advice, or suggestions given by Investment Adviser.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 17

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p>Client understands that the services rendered under this agreement are advisory in nature, and expressly agrees that Investment Adviser shall not be held liable in any manner with reference to the investment performance of the recommendations, provided that these recommendations are duly provided by Investment Adviser in good faith with reasonable care, and further provided Investment Adviser is in no way in violation of applicable federal or state laws, regulations, or rulings. Client understands that such federal or state laws impose liabilities under certain circumstances on persons who act in good faith, and nothing contained in the foregoing sentence shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any applicable federal or state laws.</p> <p style="text-align: center;">Fee For Services</p> <p>Article II. This contract includes several methods of compensation which may be arranged with the Client by mutual agreement: compensation by a flat fee quoted to the Client based upon the complexity of the case; by hourly fees for investment advice or non-investment services; or compensation in the form of commission only for plan implementation. In the case of flat fee, a twenty-five percent (25%) retainer up to \$400 will be required in advance at the time of formal engagement with the balance due and payable in two ways: (1) paying remaining amount either in full at such time of presentation of the completed plan/work product; or (2) in two equal monthly payments over the next two months of the contract year. No fee is paid more than 6 months in advance. The Investment Adviser shall not be compensated on the capital gains or upon any capital appreciation of the funds or any portion of the funds of the Client.</p> <p>Flat fees for the above services range from \$450 to \$4,000 depending upon the complexity of the case. These fees apply, unless otherwise agreed, depending upon issues that may be unique to the client.</p> <p style="text-align: center;">Client Billing Choices:</p> <p>The fee for services will be compensated by:</p> <p>(Client(s) to check preferred method.)</p> <p>Flat fee of .</p> <p>We (I) understand that 25% of the fee up to \$400 is due at the time contract is signed by both parties.</p> <p>Fees billed at \$175 per hour for affiliated persons and for professional staff and \$75 per hour for clerical staff. Expert witness preparation and testimony are billed at \$250 - \$500 per hour for affiliated persons. Clients may set an upper limit on the number of hours; however; Investment Adviser will provide an estimate of requested services which could be accomplished within the scope of Client's request for a maximum number of hours.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 18

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer
	<p>Commissions for plan implementation. Client notes that commissions are paid through broker/dealer or through insurance companies. Compensation by commission only applies where Client seeks implementation of financial plan through securities investments and/or insurance products.</p> <p>Note: This Single Purpose/Limited Scope Contract can be expanded at the discretion of both parties with the addition of a signed and dated addendum.</p> <ul style="list-style-type: none"> · Any additional services will be subject to an additional fee agreed to at a future date. · Any additional services requested by the Client shall be charged at the hourly rates specified above. <p style="text-align: center;">Termination of Contract</p> <p>Article III. If Client's request to terminate this agreement is communicated to an affiliated person within five (5) business days of the execution of this agreement the contract will become null and void. The affiliated person will immediately provide the Client a full and unconditional refund, without penalty, of all monies paid by Client by way of a retainer. The Client or affiliated person shall have the express right to terminate this contract without cause before its expiration date with written notice by either party. All unapplied/unearned fees paid in advance shall be refunded to the Client at once, along with an accounting of each persons' time/work expenditure to date, based on an hourly rate of \$175 for affiliated persons and for professional staff, and \$75 for clerical staff for all work that was completed prior to the termination. In no case shall the amount billed exceed the amount of the contract.</p> <p style="text-align: center;">Disclosures Pertaining to Delivery of Form ADV</p> <p>Article IV. Client hereby acknowledges either:</p> <p>(A) Receipt of the current Form ADV - Part II of Investment Adviser at least 48 hours prior to entering into this agreement; or</p> <p>(B) Receipt of the current Form ADV - Part II of Investment Adviser at the time of entering into this agreement. Under this circumstance, it is understood that we (I) have the right to terminate this agreement without penalty within five (5) business days of the date set forth below.</p> <p style="text-align: center;">Disclosures Pertaining to Conflict of Interest</p> <p>Article V. Investment Adviser has no ownership or interest in any affiliated companies which offer products or services similar to those that might be recommended. However, the Investment Adviser may or may not own (for its own account) the products or investment recommended to the Client.</p> <p>Client is aware that Investment Adviser is registered with the Securities and Exchange Commission. In addition, Affiliated Persons of Investment Adviser are also registered representatives of a Geneos Wealth Management, Inc., a registered broker/dealer. Notwithstanding the fact that Affiliated Persons are registered representatives of Geneos Wealth Management, Inc., the Investment Adviser is solely responsible for investment advice rendered. Geneos Wealth Management, Inc. and Seal</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 19

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p>Financial Services, Inc. are not otherwise affiliated. All securities offered by Investment Adviser are approved by Geneos Wealth Management, Inc., which could, but not necessarily, limit the investment recommendations available to the Client.</p> <p>Affiliated Persons of the Investment Adviser who are providing investment advice to the Client, are representative(s) of Geneos Wealth Management, Inc., a registered securities broker/dealer and as such be licensed to purchase and sell stocks, bonds, unit trusts, mutual funds, and other securities products. Such person(s) may also be licensed to sell various insurance products. Agents or registered representatives engaged in the sale of securities or insurance products may receive a commission for their services. It is understood that any broker/dealer selected to handle transactions on behalf of the Client may earn a commission; and the representative, which may include an employee or affiliate of the Investment Adviser, may receive a share of that commission. Any such relationship will be disclosed to and approved by the Client before the purchase is executed. If the Affiliated Persons receive a commission on investments or products recommended to Client this may constitute a conflict of interest for Investment Adviser. Such conflict is specifically discussed with and acknowledged by Client.</p> <p style="text-align: center;">Client Account Information</p> <p>Article VI. The Client agrees to furnish Investment Adviser with current account statements or their equivalent, specifying the identification, cost basis and current value of all assets, including those to be managed under this Agreement. Upon executing this Agreement, Client will ensure that all account statements covering assets under management be sent to the Investment Adviser. With respect to any employee benefit plan, for any part of the assets which are included under this Agreement, Client agrees to supply Investment Adviser with any such information and documents as the Investment Adviser shall in its sole discretion deem necessary and advisable to fulfill its duties and responsibilities under the Employee Retirement Income Security Act of 1974 (ERISA).</p> <p style="text-align: center;">Confidentiality</p> <p>Article VII. The information and recommendations furnished by the Investment Adviser are solely for the benefit of a Client, and that such information and recommendations may not be transmitted to any other person unless required by law. The Investment Adviser agrees to keep Client information confidential except as required by law. Please refer to the Seal Financial Services, Inc. Privacy Policy Statement dated January 1, 2010, as amended, which describes our treatment of confidential Client information.</p> <p style="text-align: center;">Representations by Client</p> <p>Article VIII. By the execution and delivery of this Agreement the Client hereby represents and warrants that the terms hereof do not violate any obligation or agreement by which the Client is bound, whether arising by contract, operation of law or otherwise, and if the Client is a corporation (i) the Client represents and warrants that this Agreement has been duly authorized by appropriate corporate action and, when so executed and delivered, will be binding upon the Client in accordance with its terms, and (ii) the Client agrees to deliver to the Investment Adviser and the Custodian such</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 20

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p>evidence of such authority as the Investment Adviser or the Custodian may reasonably require, whether by way of a certified corporate resolution or otherwise.</p> <p style="text-align: center;">Liability</p> <p>Article IX. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws.</p> <p style="text-align: center;">Disclosures</p> <p>Article X. The Client expressly acknowledges that the fee paid hereunder is for investment advice only and accordingly the Investment Adviser is acting in the capacity of an investment adviser when making analyses, commentaries or recommendations regarding securities.</p> <p>In the unlikely event that the interests of the Investment Adviser's account would happen to conflict with an advisory Client's interests, full disclosure would be made to such Client at once.</p> <p>It is further noted that Adviser is in and shall continue to be in total compliance with the Federal Securities Act of 1934 Trading on Non-Public Information and the Insider Trading and Securities Fraud Enforcement Act of 1988. Specifically, Adviser has adopted a firm wide policy statement outlining insider trading compliance by Adviser and its associated persons and other employees. This statement has been distributed to all associated persons and other employees of Adviser and has been signed and dated by each person.</p> <p>Principals, employees and contract employees may own interests in mutual funds, money market accounts, and other securities that may be recommended to clients. However, such recommendations will not be made where the ownership interest of a related person is more than "de minimus" or where the related person could influence the value of personal holdings through the making of such a recommendation</p> <p>Principals, employees and contract employees may buy and sell securities identical to those recommended to clients for their personal account. However, they cannot be bought or sold prior to a transaction being implemented for an advisory account. That is, principals and employees may not benefit from transactions placed on behalf of clients.</p> <p>Seal Financial Services, Inc. maintains a list of securities holdings for itself and everyone associated with the practice. These holdings are regularly reviewed by a principal of Seal Financial Services, Inc.</p> <p>All principals, employees, and contract employees will be required to sign an attestation of knowledge and understanding of Federal and State law requirements regarding insider trading.</p> <p>Any individual not in observance of the above may be subject to termination.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 21

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant:	SEC File Number:	Date:
Seal Financial Services, Inc.	801- 61050	03/01/2010

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p style="text-align: center;">Duration</p> <p>Article XI. The term of this Agreement shall commence on the date hereof and shall remain in effect unless terminated by either party with written notice or until the service is completed.</p> <p style="text-align: center;">Assignment: Death or Incapacity of Client</p> <p>Article XII. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, guardians, legal representatives.</p> <p>This Agreement may not be assigned by any party without the prior written consent of all parties receiving or rendering services hereunder.</p> <p style="text-align: center;">Pre-Dispute Arbitration Agreement</p> <p>Article XIII.</p> <p>The undersigned understands and agrees that:</p> <ul style="list-style-type: none"> · Arbitration is final and binding on the parties; · The parties to this agreement are waiving their right to seek remedies in court, including the right to a jury trial; · Pre-arbitration discovery is generally more limited than and different from court proceedings; · The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; and · The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. <p>Client and Seal Financial Services, Inc. hereby agree that any controversies or disputes which may arise at any time between the Client and Seal Financial Services, Inc. concerning any transaction or otherwise relating, directly or indirectly, to the construction, performance, or asserted breach of this or any other agreement or obligation between the Client and Seal Financial Services, Inc. shall be determined by arbitration. Such arbitration shall be in accordance with the rules then in effect of the American Arbitration Association. This provision does not constitute a waiver of any rights Client is specifically granted by applicable law.</p> <p>No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 22

Schedule F of Form ADV Continuation Sheet for Form ADV Part II	Applicant:	SEC File Number:	Date:
	Seal Financial Services, Inc.	801- 61050	03/01/2010

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p style="text-align: center;">Entire Agreement</p> <p>Article XIV. This Agreement embodies all understanding and agreements of the parties hereto and the terms and conditions may not be amended except in writing by the parties.</p> <p>IN WITNESS WHEREOF, I have read the above Agreement and fully understand the various provisions set forth as they effect the services rendered by the Investment Adviser and the parties hereto have duly executed this Agreement.</p> <p>THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION PROVISION IN ARTICLE XIII.</p> <hr/> <div style="display: flex; justify-content: space-between;"> Client Signature Date </div> <hr/> <div style="display: flex; justify-content: space-between;"> Authorized Representative Date </div> <p style="text-align: center;">SINGLE PURPOSE/LIMITED SCOPE CONTRACT</p> <p style="text-align: center;">SUB-CATEGORY RATE SHEET</p> <p>The Single Purpose/Limited Scope Contract will have the following possible subcategories. However, new subcategories may be added from time to time. Currently, these are:</p> <ul style="list-style-type: none"> (a) Develop a complete comprehensive plan, to include a financial profile with recommendations. (b) Design and develop an investment policy statement. (c) Analyze current investment portfolio and develop an asset allocation model. (d) Provide estate settlement services, to include analysis of assets and preparation of current balance sheet and income statement, and other services as needed for completing estate settlement functions. (e) Provide divorce settlement financial counseling. (f) Establish Qualified Retirement Plans. (g) Design an investment portfolio plan. (h) Develop a risk management plan. (i) Develop a retirement security plan. (j) Develop a business continuation plan. (k) Develop a college-funding plan. (l) Develop a catastrophic medical expense plan. <p>Your fee for _____ will not exceed \$_____.</p> <p>Or</p> <p>Fees will be billed at \$175 per hour for affiliated persons and for professional staff and \$75 per hour for</p>

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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Item of Form (identify)	Answer
	<p>clerical staff. Expert witness preparation and testimony are billed at \$250 - \$500 per hour for affiliated persons.</p> <p>_____ Client Signature _____ Authorized Representative</p> <p style="text-align: center;">Exhibit III Privacy Policy January 1, 2010</p> <p>Seal Financial Services, Inc., an independent financial planning firm, is committed to safeguarding the confidential information of its clients. We hold all personal information provided to our firm in the strictest confidence. These records include all personal information that we collect from you in connection with any of the services provided by Seal Financial Services, Inc. We have never disclosed information to nonaffiliated third parties, except as permitted by law or with your permission, and do not anticipate doing so in the future. If we were to anticipate such a change in firm policy, we would be prohibited under the law from doing so without advising you first. As you know, we use health and financial information that you provide to us to help you meet your personal financial goals while guarding against any real or perceived infringements of your rights of privacy. Our policy with respect to personal information about you is listed below.</p> <ul style="list-style-type: none"> · We limit employee and agent access to information to only those who have a business or professional reason for knowing, and only to nonaffiliated parties as permitted by law. For example, federal regulations permit us to share a limited amount of information about you with our brokerage firms, Geneos Wealth Management, Inc., Charles Schwab & Co. American National Bank and Colorado State Bank and Trust (if applicable, their notices were sent by them under separate cover) in order to execute securities transactions on your behalf. With your permission, our firm can discuss your financial situation with your accountant or lawyer. · We maintain a secure office and computer environment to ensure that your information is not placed at unreasonable risk. In November 2005, an upgraded firewall was installed on our server for increased computer security. All papers containing a client name or other identifiable marks are shredded. · The categories of nonpublic personal information that we collect from a client depend upon the scope of the client engagement. It may include information about your personal finances, information about your health to the extent that it is needed for the planning process, information about transactions between you and third parties, and information from consumer reporting agencies. · For unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors, we also require strict confidentiality in our agreements with them and expect them to keep this information private. Federal and state regulators also may

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 24

**Schedule F of
Form ADV
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Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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Item of Form (identify)	Answer
	<p>review firm records as permitted under law.</p> <p>· We do not provide your personally identifiable information to mailing list vendors or solicitors for any purpose. You have the right to request, verbally or in writing, that we not release your information.</p> <p>· Personally identifiable information about you will be maintained during the time you are a client, and for the required time thereafter that federal and state securities laws require the retention of such records, consistent with the CFP® Board Code of Ethics and Professional Responsibility. After this required period of record retention, all such information will be destroyed.</p> <p>Sincerely,</p> <p>Gregory P. Seal, CFP®, MBA, CIMC®, CIMA® President</p> <p>Janet L. McCoy, CFP®, AIF® Managing Principal</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 25

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
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Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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Item of Form (identify)	Answer
	<p style="text-align: center;">Exhibit IV Safeguarding Client Information January 1, 2010</p> <p style="text-align: center;">Other Procedures and Information</p> <p>We are committed to safeguarding the confidential information of our clients. We hold all personal information provided to our firm in strictest confidence and highest security. We have implemented privacy and safeguarding policies that are strictly applied by principals and employees of Seal Financial Services, Inc. (Please see the Privacy Policy insert for specific information on the Privacy Policy.)</p> <p style="text-align: center;">Our Safeguarding Policy includes the following:</p> <p>We maintain a secure office and computer environment to ensure that client information is not placed at unreasonable risk.</p> <ul style="list-style-type: none"> · After business hours, client files and folders are kept in a locked room within our office suite. Only employees have access. Cleaning and maintenance crews do not have access to this room. · All client information located in computer files is kept on a file server located in the locked room after business hours. · Computer access is protected by firewalls and passwords. · All discarded correspondence pertaining to a client is shredded in a cross-cut shredder. · All employees are screened and fingerprinted. <p>If you have additional questions please ask us for our complete Safeguarding Policy.</p> <p style="text-align: center;">Telemarketing Procedures</p> <p>We do not use telemarketing or cold calling for our marketing.</p> <p style="text-align: center;">Proxy Voting</p> <p>Seal Financial does not vote proxies for clients except in the situation where the client is a trust with a single corporate trustee. In this situation, Seal Financial votes proxies based upon what it believes is in the best financial interest of the trust. Seal Financial maintains a record of the proxy votes and they are available for review by the trust or its corporate trustee.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 26

**Schedule F of
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Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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Item of Form (identify)	Answer
	<p style="text-align: center;">Exhibit V Insider Trading Policy January 1, 2010</p> <p>FEDERAL ACTS SECURITIES ACT OF 1934 Trading on Non-Public Information</p> <p>“127. If a person buys or sells a security, including an option contract, while in possession of material non-public information, the individual will be held liable to any buyer or seller of the security.”</p> <p>“131. If the SEC concludes that an individual has violated the 1934 Act by buying or selling securities while in possession of “material non-public information,” or has communicated “material non-public information” to another individual, the SEC may bring an action in a federal court. Any penalty for insider trading (i.e., trading on material non-public information) will be determined by the court based on the facts and circumstances of the particular case. The penalty may be up to three times the profit gained or loss avoided in the illegal transaction. If an employee engages in insider trading, the employer or persons in authority to direct the employee’s actions will also be subject to penalties as controlling persons. Civil penalties against controlling persons may be up to \$1 million or three times the amount of profit gained (or loss avoided) on the transaction, whichever is larger. Controlling persons will be liable for these penalties only where they knowingly or recklessly failed to enforce procedures and policies to prevent insider trading.”</p> <p>A. Insider trading is prohibited for all principals, employees, and contract employees.</p> <p>B. Principals, employees and contract employees may own interests in mutual funds, money market accounts, and other securities that may be recommended to clients. However, such recommendations will not be made where the ownership interest of a related person is more than “de minimus” or where the related person could influence the value of personal holdings through the making of such a recommendation.</p> <p>C. Principals, employees and contract employees may buy and sell securities identical to those recommended to clients for their personal account. However, they cannot be bought or sold prior to a transaction being implemented for an advisory account. That is, principals and employees may not benefit from transactions placed on behalf of clients.</p> <p>D. Seal Financial Services, Inc. maintains a list of securities holdings for itself and everyone associated with the practice. These holdings are regularly reviewed by a principal of Seal Financial Services, Inc.</p> <p>E. All principals, employees, and contract employees will be required to sign an attestation of knowledge and understanding of Federal and State law requirements regarding insider trading.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 27

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant:	SEC File Number:	Date:
Seal Financial Services, Inc.	801- 61050	03/01/2010

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p style="text-align: center;">Exhibit VI</p> <p style="text-align: center;">Code of Ethics (Summary)</p> <p style="text-align: center;">January 1, 2010</p> <p>We at Seal Financial Services, Inc. strive to achieve the highest of ethical standards in our conduct with our clients. SFS emphasizes the following values and endeavors to promote a culture that supports our ability to meet our highest expectations. To assist us in minimizing potential conflicts and prevent inappropriate activity by employees or the principals, we have developed a Code of Ethics (COE).</p> <p>We are committed to the following principals in every aspect of our business and all interactions with our clients.</p> <p>Integrity: Strong adherence to a strict code of moral values is the foundation of ethical behavior. The position of trust placed in us by the client mandates that we perform our duties according to the strictest codes of honesty and integrity. It is unacceptable to seek personal gain or advantage at the expense of a client.</p> <p>Competence: This is a measure of a person's ability to perform the duties to satisfy our clients' needs and comply with all applicable laws and procedures. It is our desire to see that we uphold the highest level of competency and proficiency in our interactions with our clients.</p> <p>Professionalism: To conduct ourselves in a manner that reflects credit upon our profession as financial planners and investment advisors.</p> <p>Fiduciary Duties: Fiduciaries protect the interests of the clients above self-concern and self-interest. We accept the responsibility of a Fiduciary and have developed processes and procedures through which investment decisions are managed.</p> <p>Objectivity: When making decisions and providing advice, it is fundamental that the advisor do so without distorting the facts by personal prejudices or feelings or conflicts of interests. We use independent analysis and consistent criteria when choosing investments.</p> <p>Suitability: We make every effort to assure investment recommendations are suitable for client needs and remain appropriate over time by consistent, ongoing monitoring.</p> <p>If you have additional questions please ask us for our complete Code of Ethics.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 28

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Seal Financial Services, Inc.	SEC File Number: 801- 61050	Date: 03/01/2010
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Form ADV: Seal Financial Services, Inc.	IRS Empl. Ident. No.: 84-1550638
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Item of Form (identify)	Answer
	<p style="text-align: center;">Exhibit VII Important Information About Procedures for Opening a New Account January 1, 2010</p> <p>To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.</p> <p>What this means for you: When you open an account, we will ask for your name, address, date of birth, driver's license information and possibly other information, if necessary, that will allow us to identify you.</p> <p>What is Money Laundering? The term "money laundering" refers to the activities and financial transactions that are undertaken specifically to hide the true source of the income. In most cases, the money involved is earned from an illegal enterprise and the goal is to give that money the appearance of coming from a legitimate source.</p> <p>Money laundering is a very complex crime involving intricate details, often involving numerous financial transactions and financial outlets throughout the world. Criminal Investigation has the financial investigators and expertise that is critical to "follow the money trail."</p> <p>Financial investigations are by their nature very document intensive. They involve records, such as bank account information or real estate files, which point to the movement of money. Any record that pertains to or shows the sequence of events involving money movement is important. The major goal in a financial investigation is to identify and document the movement of money during the course of a crime. The link between where the money comes from, who gets it, when it is received and where it is stored or deposited, can provide proof of criminal activity. Employees have a duty to protect the firm against exploitation by money launderers.</p> <p>IRS investigations of illegal income cases involving money laundering are critical components of the nation's National Money Laundering Strategy. The long hours of tracking and documenting financial leads allows an investigation to go right to the door of the money launderers and eventually to the leader of the illegal enterprise. A complete financial analysis and reconstruction of the illegal activity (i.e., a drug organization or an abusive trust scheme) will document the financial activities related to unreported income on tax returns and money laundering which is usually key to securing a conviction.</p> <p>Money laundering creates an underground, untaxed economy that harms our country's overall economic strength. It is a global threat that erodes our financial systems.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1). PAGE 29