



ANNEX WEALTH MANAGEMENT[®], LLC

Registered as Annex Advisory Services, LLC
Securities & Exchange Commission Number 801-63505
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Firm Brochure
(Substitute Part 2A of Form ADV)

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Brochure Dated: March 15, 2011

This Brochure provides important information about the qualifications and business practices of Annex Wealth Management[®], LLC ["Annex"] that should be considered before becoming a client of Annex or one of its Programs. If you have any questions about the contents of this Brochure, please contact us at 262-786-6363 or info@annexadvisors.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission, any state securities authority, or other governmental agency.

Annex Wealth Management[®], LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. Additional information about Annex Wealth Management[®], LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Material Changes to Annex's Brochure

On July 28, 2010, the United State Securities and Exchange Commission published "Amendments to Form ADV" which amends the disclosure document that we provide to clients as required by SEC Rules. This Brochure dated March 15, 2011 is a new document prepared according to the SEC's new requirements and rules. As such, this Document is materially different in structure and requires certain new information that our previous brochure did not require.

In the future, this page will discuss **only specific material changes** that are made to the Brochure since the last revision and provide clients with a summary of those changes. We will also reference the date of our last annual update of our brochure. Prior to this edition of the Brochure, the last revision posted to the SEC's website, distributed to new clients and prospective clients, and offered to existing clients was dated June 22, 2010.

In the past we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year, which is December 31st. We may further provide other ongoing disclosure information about material changes as necessary.

We will gladly provide you with a new Brochure, as necessary, based on changes or new information, or at any time that you would like to receive a copy, without charge.

Currently, our Brochure may be requested by contacting Mark M. Oswald, Managing Partner, at 262-786-6363 or moswald@annexadvisors.com. Our Brochure is also available on our web site at www.annexadvisors.com, also free of charge.

Additional information about Annex Wealth Management®, LLC is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Annex who are registered, or are required to be registered, as investment adviser representatives of Annex.

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Item 4 – Advisory Business

Firm Description

Founded in 2001, Annex Wealth Management® is a domestic limited-liability company whose Articles of Organization are filed with the State of Wisconsin. Annex Wealth Management, LLC is the sole Member to three other domestic limited-liability companies, namely; Annex Insurance Services LLC, a licensed corporate insurance agent (formed 2003), Annex Advisory Services LLC, an Investment Advisor federally registered with the US Securities & Exchange Commission (formed 2003), and Annex Investment Services LLC, a currently dormant investment firm which may at some time seek registration as a broker/dealer with FINRA and various States (formed 2003). Collectively, each of these separate limited-liability companies are held out to the public and marketed as Annex Wealth Management®. Unless specifically noted otherwise, wherever we use the name Annex Wealth Management or “Annex” throughout this Brochure, we are referring to the registered investment advisor and its business operations.

Annex offers a wide range of investment, insurance, and advisory programs, products, and services to individual investors, high net worth individuals, pension and profit sharing plans, charitable organizations, trusts, small businesses, partnerships, corporations, and other similar entities. As its core business function, Annex provides a variety of investment advisory services to its clients including personalized active money management services, assisting in the selection of other advisors, and fee-based financial planning and consultative services. Annex’s advisory services are described in detail within this Brochure. Clients and prospective Clients are encouraged to have all of their questions answered regarding Annex and its advisory services prior to entering into a contract with the firm.

Annex is a fee-based company which means that it earns most of its revenues by charging advisory fees to the client accounts it manages and through consulting and financial planning fees. However, Annex’s advisors and managers are also registered with a securities broker/dealer (H. Beck, Inc. of Rockville, MD), and most of them are licensed insurance agents. Therefore, Annex’s advisors routinely earn commissions from the sale of investment and insurance products, including commissions commonly referred to as “trail commissions” (Rule 12b-1 fees) paid by some mutual fund companies and exchange traded funds. Roughly 30% of all of Annex’s revenues come from the sale of commission-based products while approximately 70% comes from charging investment advisory fees.

Annex’s Corporate Offices in Brookfield, Wisconsin are the central supervisory and management location for its independent contractor sales force made up of investment advisor representatives, registered representatives, and insurance agents. Assets under the management of Annex are held by independent custodians including TD Ameritrade Institutional, Schwab Institutional, and Fidelity Institutional in each client’s name. Annex does not act as a custodian nor does it have “custody” of any client’s funds or securities.

Principal Owners

Annex Wealth Management, LLC is owned by David J. Spano, CFP®. In turn, Annex Wealth Management, LLC is the sole member (owner) of its related companies Annex Advisory Services, LLC, Annex Insurance Services, LLC, and Annex Investment Services, LLC.

Types of Advisory Services & Tailored Relationships

Limited Discretionary Asset Management Services

Annex provides investment management services, under the terms of a contract, to clients who are interested in allowing Annex to manage their investments on their behalf. Your advisor will open a brokerage Account (or multiple Accounts, as appropriate) and based on the information provided by you, manage the investments in each Account on your behalf. The advisor will supervise, provide ongoing management, and direct the investments of the Account with respect to the purchase, sale or continued holding of securities, subject to any restrictions you may impose. Your Advisor may use various software and other tools from unaffiliated companies to assist in the development of asset allocation models and client portfolios. Each Advisor also participates in Annex's Investment Policy meetings and many of the tactical allocations in your account will come from the topics and strategies discussed at those meetings. As such, Annex's clients benefit from a "team-approach" to asset allocation and account rebalancing.

Under this program, the client grants limited discretionary authority over their Account to Annex. This means that when the advisor feels it is appropriate, and without further consultation with the client, the advisor may buy or sell securities in attempting to achieve the objectives provided by the client. The discretionary nature of the Account does not create a custody relationship between Annex and any client. You may terminate your agreement with Annex at any time and receive a pro rata refund of any unearned fees. You may also impose any restriction or limitation on the management of your account. Each client retains each and every ownership right to the assets in their Accounts, including the right to withdraw assets for an Account upon reasonable notice to Annex.

Accounts will generally be in the custody of Pershing LLC ("Pershing"), Fidelity Investments Institutional Services Company, Inc. ("Fidelity"), Schwab Institutional a Division of Charles Schwab & Co. ("Schwab"), TD AMERITRADE Institutional, Division of TD AMERITRADE, Inc., Member FINRA/SIPC ("TD Ameritrade"), GreatBanc Trust Company ("GBTC") or a similar custodian. In the case of some mutual funds, real estate investment trusts, or variable annuities and life insurance policies, client Accounts are in the custody of the corresponding mutual fund, trust, or life insurance company.

Through its advisors, Annex will contact each client at least annually to review their Account(s) and to determine whether there should be any changes to the client profile and how each Account is being managed. During this meeting the client may impose any reasonable restrictions on the

management of their Account(s) or modify existing restrictions.

Each client will receive Account statements from the custodian according to the terms of their custodial contract. In addition, each client will receive a consolidated report on the balances, activity, fee assessment, and performance of their Account from Annex, quarterly. Clients are *strongly* urged to review the reports provided by Annex against the account statements and transaction confirmations they receive directly from their custodian for any inaccuracies. Clients should IMMEDIATELY notify Annex *and* the custodian of any inaccuracies. Part of the advisory fee each client pays is retained by Annex to offset the costs of providing billing and reporting services.

Manager of Managers Program

In providing comprehensive financial planning, there may be times where it is appropriate for Annex to introduce its clients to other investment advisory firms. Through its Manager of Managers Program, Annex's advisors assist their clients in selecting one or more portfolio managers separate from Annex. Annex then monitors and reports to the client on the performance of each selected manager. Advisors collect and analyze information provided by the client and identify one or more managers whose investment philosophies, styles, and investment policies are, in the advisor's judgment, compatible with the Client's stated financial condition, investment objectives, risk tolerance level, investment time frame and tax status, subject to such restrictions as the Client may impose. The advisor making the introduction to the manager will conduct at least annual reviews of the manager's performance to assist the client in determining whether the manager is performing in accordance with its stated practices and continues to be appropriate in relation to the client's investor profile. Clients participating in the Manager of Managers program will receive a separate disclosure brochure, similar to this one, provided by each selected manager.

Performance information reported by a Manager to the client is not reviewed for accuracy by Annex or any third-party and may not be calculated on a uniform and consistent basis. Notwithstanding the absence of a review of performance data by Annex, Annex seeks to only enter into agreements with and recommend Managers that certify to Annex that they calculate performance data in compliance with the accepted methods of the Chartered Financial Analyst (CFA) Institute.

The Manager of Managers program is discretionary on two levels. First, the client gives Annex the discretion to place the client's funds or securities with the manager, or managers, that it believes are appropriately suited for the client. Annex also has the discretionary authority to hire new managers, fire managers, and move money between the managers without consulting with the client or securing the client's prior consent. The second level of discretion is granted to the selected managers to purchase and/or sell the client's managed assets. Clients understand that while Annex may execute transactions in the client's account(s) at the direction of a Manager, all investment decisions are those of the Manager alone. The discretionary nature of the relationship does not create a custody relationship between any client and Annex nor impose any restriction or limitation on the client to exercise each and every ownership right to the assets in the Account, including the right to withdraw assets from the Account upon reasonable notice to Annex.

Annex enters into agreements with each of the managers to which it refers clients. Under the terms of these agreements, Annex is paid a portion of the fee the manager collects, usually as a percentage of assets under management or as a percentage of the fee collected. These fees are continued to be paid to Annex for the duration of the client's relationship with the manager. Therefore, a conflict of interest exists where Annex recommends a manager for which it will receive compensation.

Consulting Services

For clients having a need for financial advice or analyses involving an investment, portfolio, financial situation or condition, Annex offers Consulting Services designed to meet the client's needs and expectations. Consulting Services will generally include an analysis of a client's existing portfolio or financial condition, data gathering about the client's financial goals, tolerance to risk, time horizon, tax status, family, and similar information. Based upon the analyses, a plan is developed to assist the client in achieving their desired outcome. The plan may then be implemented at the client's discretion in any manner or degree that the client chooses. In other words, the client is free to follow the plan, in whole or in part, or may choose not to follow the plan at all, and may do so with any advisor or investment firm he or she chooses to use. Consulting Services are generally oriented towards reviewing existing investment portfolios, insurance and asset protection strategies, risk management, retirement projections, estate or business plans, education savings, trust services, retirement planning, estate planning, and corporate and small business planning. All of these efforts would collectively fall under the area of general "financial planning". The projects encompassed in Annex's Consulting Services are intentionally broad and designed to address the material issues of each client's financial goals. The fees paid for Consulting Services are exhausted by those services and an additional fee would be required for the ongoing monitoring or management of client assets.

Where a written analyses or financial plan is requested, the advisor who introduces the client to Annex will be responsible for the analyses and preparation of the report or plan and the services agreed to in the Consulting Agreement. Generally, the advisor will utilize third-party provided software to produce financial plans, asset allocation models, portfolio analyses and similar written reports and plans. Advisors utilize industry-standard software that has not been reviewed by Annex, but are believed to be reliable tools.

The fees for Consulting Services contracted on an hourly basis are negotiable but generally range from \$150-\$300 per hour. Consulting Services may also be contracted on a flat fee or as a percentage of the assets for which the Services are being performed. Flat fees for basic projects can start as low as \$1000 but can be significantly higher depending upon the scope and duration of the Services provided. A written estimate of the fees for Services will be provided to the client in their Consulting Agreement prior to the initiation of any Services. Generally, the client and their advisor lay out the scope of the project together. Annex may require an advance deposit equal to as much as 100% of the estimated fee. Any remainder of the fee is due to Annex at the time the Services are completed and the financial plan or other report is delivered to the client. Once the fees are paid in

full, the Consulting Agreement will be terminated and any additional Services will require a new Consulting or other advisory Agreement. Annex will not collect any fee in excess of \$1200 for Services to be performed more than six (6) months in the future. Should the contract terminate at the instruction of the client or Annex, any prepaid and unearned fee will be returned to the client.

Pension Consulting Services

Annex provides advisory services to retirement plans ("Plans"), generally covered by ERISA. Annex has entered into arrangements with unaffiliated money managers that it recommends to Plans for consideration. Where Plans invest with those money managers based on Annex's recommendation, Annex receives a portion of the management fee charged by the money manager. In return, the money manager will delegate certain responsibilities to Annex such as assisting each client in completing a questionnaire and other applicable account opening forms, determining suitability, meeting with the client at least annually to discuss any changes in their financial situation and acting as liaison between the money manager and the Annex client. In some cases, Annex may receive an additional administrative fee of up to twenty-five percent of the fee charged by the money manager. This administrative fee is *in addition to the fee* it already collects under the Manager of Managers program. Annex does not encourage its advisors to select money managers that share a portion of their management fee with Annex over any other money manager. Still, a conflict of interest exists where Annex receives additional administrative compensation from any money manager it recommends to a Plan. Annex does not feel that these arrangements adversely impact any Client or Plan in that no additional fee is charged to any client and best execution is preserved.

Annex does not allow its advisors to simultaneously charge a fee and a commission within any Plan, beyond the nominal and disclosed trading and administrative charges incurred by the Plan Custodian. Annex does not participate in any trading or administrative charges to Plan assets by custodians nor does it receive any Rule 12b-1 commissions ("trail commissions") or other similar compensation for Plans covered by ERISA. Annex will not collect commissions and therefore, does not allow its advisors to offset consulting fees through the collection of brokerage commissions.

Annex does not have any arrangements with broker-dealers under which it will benefit from money managers placing trades for any Client or plan with such broker-dealer.

When Annex is hired for any client account or as a consultant to any Plan, it provides the Plan contact with its Privacy Policy & Code of Ethics. Within the Code of Ethics, Annex acknowledges in writing that it owes a fiduciary obligation to the plan while providing consulting services.

Tailored Relationships

Annex tailors its advisor services to the individual needs of each of its clients. Each client is relied upon to provide Annex with accurate information regarding their investment portfolio and financial situation. Information Annex considers in tailoring individual advisory services would include, the client's financial condition, investment objectives, tolerance to risk, investment timeframe and tax status. All of Annex's recommendations will be made in reliance of the information provided by the client, and the client is responsible for ensuring that the information provided to Annex is complete and accurate. The information provided by the client will be retained in the client's file, either in hardcopy or electronic fashion, and will be updated whenever the client informs Annex of changes to the information and/or during annual client reviews.

Annex performs advisory services for other clients and it may give advice or take actions in other client's accounts that may differ significantly to the timing or nature of actions it takes in your account(s). Clients are free to impose restrictions on the management of their account(s). Contracts for advisory services cannot be assigned by Annex without the client's consent.

Annex offers discretionary asset management services where its advisors provide continuous, active, individualized management to each client. Where it is appropriate, Annex may assist a client in selecting other asset managers and provide oversight management services, also on a discretionary basis. Annex also provides investment advice through individual consultations about investment matters for a fee. Additionally, Annex provides consulting services to its clients about other life planning and business planning matters outside of the investment industry. All of these services are frequently and collectively referred to as "financial planning".

Managed Assets

As of March 15, 2011, Annex Wealth Management® managed approximately \$258,752,000.00 in assets in 2251 accounts for 790 households. Approximately \$246,914,000.00 is managed on a discretionary basis and \$11,838,000.00 on a non-discretionary basis.

Periodicals and Publications

Annex occasionally distributes a periodic newsletter called the *Annex Advisor* to clients and prospective clients. Additionally, Annex may distribute reports, seminar announcements, or other items of interest to clients and prospective clients through the US mail, email, or by posting them on its website. Annex does not charge any fee for the newsletter, any other periodical or publication, or any seminars or other public presentations.

Item 5 – Fees and Compensation

Description

All fees are subject to negotiation. Annex will generally bill its fees on a quarterly basis.

The specific manner in which fees are charged by Annex is established in a client's written agreement with Annex. Annex charges fees in three different ways depending on the manner in which the client elects to engage the firm, and the services the client elects. Fees for Limited Discretionary Asset Management Services and Manager of Manager services are generally calculated as a percentage of assets under management based on the market value of the assets in the Account on the last calendar day of each quarter and are collected *in advance*. The fees for Consulting Services are generally contracted on an hourly or flat-fee basis.

Fees for Limited Discretionary Asset Management Services and Manager of Manager services are generally calculated as a percentage of assets under management based on the market value of the assets in the Account on the last calendar day of each quarter and are collected quarterly *in advance*. A typical calculation would be (ending account value) x (fee %/4 quarters) = (quarterly fee). As an example, a client with a \$250,000 account balance on the last day of a quarter and paying a 1.8% annual fee would be charged a fee of \$1,125.00 for that quarter.

$$\text{Example: } (\$250,000.00) \times (.018/4) = (\$1,125.00)$$

Fees for the initial quarter for which services are provided are pro rated based upon the number of days remaining in the quarter. Should a client elect to terminate services during any quarter, then the client will only be responsible for the pro rated fee based upon the number of days services were performed. In that case, a pro rated reimbursement of unearned fees will be made to the client. For instance, if a client terminates his or her services 25 days into a 90-day quarter for which fees have already been paid, then the client shall be entitled to 65 days of fee reimbursement, or 65/90ths of the original fee paid.

The fees for Consulting Services contracted on an hourly basis are negotiable but generally range from \$150-\$300 per hour. Consulting Services may also be contracted on a flat fee or as a percentage of the assets for which the services are being performed. Flat fees for basic projects can start as low as \$1000 but can be significantly higher depending upon the scope and duration of the services provided. A written estimate of the fees for services will be provided to the client in their Consulting Agreement prior to the initiation of any services. Annex may require an advance deposit equal up to 100% of the estimated fee. Any unearned portion of any previously paid fees for Consulting Services will be refunded to the client if services are terminated by the client prior to the completion of the contracted project.

Annex retains the discretion and right to offset or waive its right to collect any fee due Annex, in whole or in part, by virtue of its client contracts. Annex's waiver of any fee for any particular client

shall have no bearing whatsoever on the fees due from any other clients or account(s). All fees are *negotiable* between the client and the Annex advisor introducing the client. However, generally, fees are calculated as follows:

STANDARD FEE SCHEDULE

Portfolio Value	
Household Portfolio Value	Annual %
\$ 0 - \$249,999.99	2.00%
\$250,000 – 499,999.99	1.80%
500,000 - \$999,999.99	1.60%
1,000,000 – 4,999,999.99	1.40%
5,000,000 – 9,999,999.99	1.20%
10,000,000.00 and more	1.00%

Advisory fees for services provided by Annex may be more or less than those for comparable services offered elsewhere.

Fee Billing

Most Annex clients elect to have their fees deducted directly from their investment account. Rarely, some clients will opt to have an invoice sent to them and write a check for services to Annex. Clients are free to elect either method for the payment of their advisory fees.

Through their advisory contract, clients who elect to have fees deducted directly from their investment account(s) authorize Annex and their account custodian(s) to deduct one-fourth of the annual management fee directly from the client's account(s) at the beginning of each quarter and send the fees to Annex. Also, clients authorize Annex and its advisors and custodians to sell money market shares and then securities, in that order of preference, if sufficient cash balances are not available in the Account at the time the fees are to be debited.

Fees are collected quarterly - and usually within the first few days of the beginning of the new quarter - by debiting the client's investment account(s). Where fees are debited directly from the client's investment account(s), Annex will collect its fees without providing an advance invoice to the client. However, the client will receive a detailed confirmation of the amount of the fee that is collected and the fee will appear in the activity section of the statement the client receives from the custodian. If you have any questions on how your fee was calculated or wish to dispute any fee, you should IMMEDIATELY contact Annex's Chief Compliance Officer at 262-786-6363. Bills are created

and mailed at the beginning of each quarter for any clients who elect to be billed directly for Annex's services. Bills sent directly to clients are due for payment upon receipt.

Other Fees

Clients may pay additional fees beyond the advisory fee they pay to Annex. Included in these other fees would be account reporting and billing charges, brokerage commissions, transaction fees, Rule 12b-1 fees (commonly referred to as "trail commissions"), and mark-ups and mark-downs on certain fixed income securities. Clients may also incur certain charges imposed by custodians, brokers, third party investment companies, and other third parties - such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are in addition to Annex's fee, and Annex shall not receive any portion of these commissions, fees, and costs.

Item 12 further describes the factors that Annex considers in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

Mutual Fund, Variable Annuity, and Exchange Traded Fund ("ETF") Investors: Mutual funds, variable annuities, and certain ETFs pay management fees to their own investment advisers, which reduces the overall return to the investor. Therefore, most clients who invest in mutual funds, variable annuities and ETFs through their advisory accounts pay two levels of advisory fees for the management of their assets; one to the mutual fund, variable annuity, or ETF and one to Annex. As an example, assume that Annex elects to place a stock-oriented mutual fund in your account as a part of your asset allocation. That stock-oriented mutual fund has a fund manager who is paid for his or her services by you, the client. That manager's fees are deducted directly from the performance of the investment. *In addition*, because Annex has placed that stock-oriented mutual fund in your advisory portfolio, the value of that mutual fund will be included in Annex's fee when your account is billed each quarter. In that way, you are paying two management fees.

Termination of Agreements & Pro Rata Refunds of Unearned Fees

A client may elect to terminate their agreement with Annex at anytime for any reason. For clients who have paid an asset-based fee, the client will only be responsible for the pro rated fee based upon the number of days services were performed. In that case, a pro rated reimbursement of unearned fees will be made to the client for the days remaining in the quarter. For instance, if a client terminates his or her services 25 days into a 90-day quarter for which fees have already been charged, then the client shall be entitled to 65 days of fee reimbursement (or 65/90ths).

Any unearned portion of previously paid fees for Consulting Services will be refunded to the client if services are terminated by the client prior to the completion of the contracted project. The

client's refund amount will be based upon the percentage of the project that has been completed and delivered to the client. For instance, a client may have contracted for 4 hours worth of work at a rate of \$200/hour and paid the entire fee in advance. If the client terminates the agreement after only 2 hours of services have been delivered, then the client would be entitled to a refund of \$400 (2 unearned hours X \$200.00 = \$400).

Compensation for the Sale of Investment Products

Annex seeks to use only no-transaction-fee mutual funds, other mutual funds purchased at net-asset-value (without loads/commissions), and no-commission/no-surrender charge variable annuities in client accounts. While these investment products have traditionally also paid commissions to people who sell them, Annex does not receive any commissions for selecting these assets for inclusion in your account. Likewise, Annex does not receive any portion of the custodial fees you might pay for trading and maintenance of your account. Where Annex buys or sells stocks, bonds, Exchange Traded Funds, options, or similar brokerage assets in a client's account, Annex limits the "commission" charged to the amount imposed by the custodian to complete the trade. As such, Annex does not collect any commissions for the purchase or sale of brokerage assets either. Clients have the right to purchase investment products that Annex recommends through other brokers or agents not affiliated with Annex.

Item 6 – Performance-Based Fees

Annex does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) because of the potential conflict of interest. Annex believes that performance-based compensation may create an incentive for some advisors to recommend an investment that may carry a higher degree of risk than is suitable for the client in an attempt to chase performance as the advisors primary goal, and thereby maximize advisory fees.

Item 7 – Types of Clients

Annex generally provides investment advice and financial planning services to individuals (including high-net-worth individuals), pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities. In providing these services, advisors rely on you, the client, to furnish Annex with current and accurate information regarding your investment portfolio and financial situation, investment objectives, risk tolerance level, investment time frame and tax status, as well as the related documents which Annex requests. Upon completion of its review and analysis, your advisor will meet with you and suggest an investment strategy for you based on various factors, including your financial condition, investment objectives, risk tolerance level, investment time frame and tax status. Each recommendation and investment decision will be made in reliance on the information provided by you to Annex.

Each client will enter into a contractual relationship with Annex to receive advisory services. The contract may provide Annex with discretionary authority to act as your attorney-in-fact as

stipulated in the contract. Annex will supervise, provide ongoing management, and direct the investments of each client with respect to the purchase, sale or continued holding of securities and any other property that comprise the assets of an Account, subject to any restrictions the client may impose. The discretionary authority will also allow Annex the authority to discharge a money manager and move client investments between and amongst managers where it is believed to be consistent with the client's investment objectives and risk tolerance level. The discretionary nature of the relationship does not create a custodial relationship between any client and Annex. It also does not create any restriction or limitation on your ownership rights to the assets in your account, including the right to withdraw assets from your Account upon reasonable notice to Annex.

While Annex does not require a minimum Account size for management services, services are best provided for clients with investments in excess of fifty-thousand (\$50,000.00) dollars. Outside investment advisory firms who are part of the Annex Manager of Managers Program may institute their own minimum account size. Where there is such a minimum from a selected outside firm, it will be disclosed in the brochure provided to the client by the selected manager.

Annex may require the prepayment of as much as 100% of the fee agreed upon in a Consulting Services Agreement with a client, not to exceed \$500.00 for any services to be performed five months or more in the future.

Your advisor will contact you at least annually to see if there have been any changes to your financial condition, investment objectives, risk tolerance level, investment time frame, tax status, or similar meaningful information. Each client may impose any reasonable restrictions on the management of their Account or modify existing restrictions at any time.

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

Methods of Analysis

Annex may employ fundamental, technical, or cyclical analysis of securities, and passive or tactical allocation strategies in providing investment advice to clients. In doing so, Annex may use financial newspapers and magazines, research and other materials prepared by unaffiliated third-parties, inspections of corporate activities, corporate rating services and annual reports, prospectuses, filings with the US Securities & Exchange Commission, company press releases, information posted on the Internet, and similar informative materials. Annex may also consult with other investment managers and industry professionals about the investments and investment strategies being considered. Annex also periodically gathers its advisors together to discuss its core and tactical investment strategies in ad hoc Investment Committee meetings. These meetings are designed as an open and free flowing discussion of the economy, world events, opportunities, challenges, and ideas affecting investing and investment strategies. Many of the ideas employed by Annex's advisors are a product of these meetings reflecting the team-approach that Annex and its advisors use in managing client Accounts and assets. Annex will also use software it has licensed from outside vendors to create financial plans, Account reports, asset allocation models, portfolio analysis, historical investment reports, and similar client reports.

Investment Strategies

Annex uses a range of investment strategies that may include long-term purchases, short-term purchases where securities are bought and sold within a year, active trading where securities are bought and sold within thirty days, short sales, margin transactions, and options writing, including covered options or spreading strategies. Annex's Core & Tactical Investment Philosophy are designed to engineer broad, globally diversified portfolios that temper risk and capitalize on long-term market returns. Through our core and tactical investment strategy we seek to combine the benefits of a broadly diversified, long-term core portfolio with the potential for reduced risk or enhanced returns through tactical investment selections. We believe our proactive investment management style provides for better portfolio design with lower costs, reduced risk, and the potential for better long term performance. Annex generally uses Exchange Trades Funds ("ETFs"), individual equities, fixed income securities, mutual funds, variable annuity separate accounts, options strategies, margin, and cash to implement its investment strategies.

Risk of Loss and other Known and Unknown Risks

Investing in securities involves risk of loss that clients should be prepared to bear. As with all investments, clients face risks including the loss of principal, interest rate risk, market risk, inflation risk, currency risk, reinvestment risk, business risk, liquidity risk, financial risks, and unforeseeable risks related to governments, taxes, geopolitical strife, wars, and acts of God.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Annex or the integrity of Annex's management. As a firm, Annex (and its management) is free from any past legal or disciplinary events.

Still, while Annex's management considers it to be immaterial because of the nature of the infraction and the severity of the action taken, in the spirit of full disclosure, clients should know that in 2010 one of Annex's advisors, Charles Schicker, had his application for variable life insurance licensure delayed by the State of Wisconsin for thirty days. The State delayed the license because Mr. Schicker failed to disclose an event from 26 years earlier on his Wisconsin application. Beyond the 30-day delay, Mr. Schicker was not disciplined in any manner by the State and paid no fine for the administrative infraction. Mr. Schicker's Wisconsin variable life insurance license was issued after the 30-day delay, and he remains a licensed agent in good-standing with the State of Wisconsin.

Item 10 – Other Financial Industry Activities and Affiliations

Annex's advisors are all Registered Representatives of HBI Investments, Inc. ("HBI") a broker-dealer and Member of FINRA and SIPC. HBI is also an unaffiliated and separate SEC registered investment advisory firm. Annex does not receive any commissions from HBI for transactions executed in your advisory account(s). Further, clients have the right to purchase investment products that Annex recommends through other brokers or agents not affiliated with Annex.

Some clients who have an advisory relationship with Annex will also have an account with HBI for the purchase of securities for which no advisory fee will be collected by Annex. Typically, these purchases will include mutual funds, variable annuities, direct-participation programs, 529 college-savings plans, equities, fixed income securities, or other similar investments sold through Pershing, LLC. When clients purchase securities sold by HBI through an Annex advisor, both Annex and the advisor will receive a commission from the sale of that investment. In that regard, a potential conflict is created in that Annex and the advisor would receive commissions for those investment sales *in addition* to the fees you would pay to Annex for the assets held in your advisory account. It should be clear, however, that advisors are not permitted to collect a commission and an advisory fee for the management of the same investment. If a commission has been earned on the previous purchase of an investment, then the advisor must wait until a period of time goes by before a fee might be charged. The period of time that must expire is approximated by the percentage of commission that was earned in comparison to the fee that would have otherwise been charged. As an example; assume a client purchases a mutual fund through HBI from an Annex advisor and a 4% commission is paid for the sale. If the client then moves that mutual fund to a fee-based advisory account that would have been billed at a rate of 2% per year, then Annex and the advisor will waive the fee that it would have charged for the management of the mutual fund for 2 years. (2% annual fee waived for 2 years = the 4% commission already paid by HBI to Annex and the advisor.)

HBI also has regulatory mandated supervisory authority over Annex and its advisors creating a close relationship between Annex and HBI. Annex is also an Office of Supervisory Jurisdiction (OSJ) for HBI. Management of Annex act as registered principals for HBI and supervise the activities of its representatives, the accounts opened, and securities transactions executed through HBI.

Advisors are also insurance agents appointed with various unaffiliated insurers and licensed with the various states in which they conduct an insurance business. When offering insurance services to their clients, many of the advisors will transact business through and represent Annex Insurance Services, LLC as agents. Annex Insurance Services, LLC is wholly-owned by Annex Wealth Management. Therefore, a conflict of interest exists when a client purchases an insurance contract where a commission is paid to the agent who is also the advisor to the client or, Annex Insurance Services.

Annex approximates that eighty-percent (80%) of the staff, its principal officers, and advisors' time is spent on investment advisory business, with the remaining twenty-percent (20%) spent on HBI-related or insurance-related matters.

Annex has entered into arrangements with unaffiliated money managers that it selects or recommends for clients whereby it receives compensation to offset the administrative cost of operating the firm. This compensation is *in addition* to Annex's share of the advisory fee collected from the client. In return, the money manager will delegate certain responsibilities to Annex such as assisting each client in completing a questionnaire and other applicable account opening forms, determining suitability, meeting with the client at least annually to obtain any changes in their financial situation and acting as liaison between the money manager and the Annex client. In some cases, Annex may receive up to twenty-five percent of the fee charged by the money manager in addition to the fee it already collects under the consulting agreement or Manager of Managers program. Annex does not encourage its IARs to select money managers that share a portion of their management fee with Annex over any other money manager. Still, a conflict of interest exists where Annex receives additional administrative compensation from any money manager it recommends or mentions to a Client. Annex does not feel that these arrangements adversely impact any Client in that no additional fee is charged to any Client and best execution is preserved.

Some of Annex's advisors are Certified Financial Planners and are active members of The Financial Planning Association ("FPA®"). The Financial Planning Association is the membership organization for the financial planning community. FPA is built around four Core Values - Competence, Integrity, Relationships and Stewardship. The CFP® is a professional designation granted in the United States by the Certified Financial Planner Board of Standards, Inc. ("CFP Board"). The CFP® certification is voluntary; no federal or state law requires financial planners to hold a CFP® certification. Please see Item 23 – Education and Business Standards for more information about the CFP® certification.

Annex Advisory Services, LLC is a limited liability company whose sole Member is Annex Wealth Management, LLC. Annex Wealth Management is also the sole Member of Annex Insurance Services, LLC.

Item 11 – Code of Ethics

Code of Ethics

Annex has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Annex must acknowledge the terms of the Code of Ethics at the time they are registered with Annex and then annually thereafter, or as amended.

As a fiduciary, Annex has a duty of utmost good faith to act solely in the best interests of each of our clients which in turn places a high standard on our conduct and integrity. Our fiduciary duty compels the officers, directors, employees, affiliates, and advisors to act with the utmost integrity in

all of our dealings. This fiduciary duty is the core principle underlying our Code of Ethics and represents the expected basis of all of our dealings with our clients. To summarize various aspects of our Code of Ethics and its core principles:

- The interests of clients will be placed ahead of Annex's or any advisor's own investment interests.
- Advisors are expected to conduct their personal securities transactions in accordance with the Annex's Personal Trading Policy and will strive to avoid any actual or perceived conflict of interest with the client.
- Annex advisors will not take inappropriate advantage of their position with the firm.
- Annex advisors are expected to act in the best interest of each of our clients.
- Annex advisors expected to comply with federal and state securities laws and the Firm's Compliance Policy Manual.
- Annex advisors are expected to exercise diligence and care with our client's confidential personal information in compliance with the firm's Privacy Policy.
- Annex advisors are expected to conduct themselves with the utmost integrity and to avoid any actual or create the perception of conflict with our clients.
- Annex's advisors are prohibited from receiving any gift, gratuity, hospitality or other offering of more than \$100 in value from any person or entity doing business with Annex in any calendar year, unless the gifts are reported in accordance with Annex's gift reporting policy *and* the gifts are neither so frequent or excessive as to raise a question of inappropriateness.
- Annex Representatives wishing to serve as director for an outside company or engage in business activities outside of Annex must first seek the approval of the firm's Chief Compliance Officer who will determine whether such service is consistent with the interests of Annex and our clients.

Annex will happily provide a complete copy of its Code of Ethics to any client, or prospective client, upon request.

Participation or Interest in Client Transactions

Aside for immediate family members and other similar arrangements approved in advance by Annex, advisors are not permitted to participate in the gains or losses in any client account or

transactions in any client account. Advisors are not permitted to act as a trustee, custodian, executor, joint-tenant, beneficiary or similar other named fiduciary to any client account unless the arrangement is approved in advance by Annex's Chief Compliance Officer.

Personal Trading Policy

Generally, Annex does not buy or sell securities for itself that it recommends, buys, or sells, for its clients. However, Annex's employees and advisors may buy, sell, or hold securities in their personal Accounts that they also recommend, buy, or sell for their clients. Personal securities transactions by these individuals are reported to Annex quarterly so that Annex may supervise the Account activities to reasonably determine if any personal transactions were effected to the detriment of Annex's clients. Where employees or advisor Representatives are placing transactions for the same security in a client Account and in their own personal Account, client transactions will be placed for execution ahead of personal transactions or clients will be granted more favorable pricing for their transactions than the employee or advisor.

Annex's employees and advisors are required to follow Annex's Code of Ethics. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would not materially interfere with the best interest of Annex's clients. In addition, the Code requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees and advisors to invest in the same securities (or related securities such as warrants, options or futures) as clients, there is a possibility that employees and advisors might benefit from market activity by a client in a security held by an employee. Employee and advisor trading is consistently monitored under the Code of Ethics to reasonably prevent conflicts of interest between Annex and its advisors, and its clients.

Before placing a trade in a personal Account, Annex employees and advisors are asked to consider whether the amount or nature of the transaction will affect the price or market for the security; whether they personally will benefit from purchases or sales being made for clients; whether the transaction is likely to harm any client; and whether there is any appearance or suggestion of impropriety. Personal Accounts will include all Accounts for family members living within an Annex employee or advisor household and any other Accounts over which they have authority or a direct beneficial interest.

A client may obtain a complete copy of the Annex Personal Trading Policy by sending a written request and stamped self-addressed envelope to Annex Advisory Services, LLC C/O Managing Partner, 18650 W. Corporate Drive, Suite 300, Brookfield, WI 53045.

Item 12 – Brokerage Practices

Selecting Brokerage Firms

Annex makes recommendations to clients regarding the custodian(s) where client accounts will be held. In general, the recommended custodians would include Fidelity Institutional, Schwab Institutional and TD Ameritrade. Annex recommends custodians based on the proven integrity and financial strength of the firms, best execution of orders at reasonable commission rates, administrative costs to Annex's clients, and the quality of the custodian's client service. When Annex or its advisors enter a buy or sell trade into any of the custodian's trading platforms, it is the custodian who selects the broker or dealer who will execute the trade – not Annex or your advisor. Annex does not receive any commissions for trades executed in client accounts, nor does it share in any of the administrative fees charged by the custodians for trading or other services it may charge for in servicing client accounts.

Annex participates in the institutional customer program offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD AMERITRADE, Inc., member FINRA/SIPC/NFA, an unaffiliated SEC-registered broker/dealer and FINRA member. Like the other custodians Annex recommends, TD Ameritrade Institutional offers investment advisors, like Annex, services which include custody of securities, trade execution, clearance, and settlement of transactions. However, Annex also participates in a program with TD Ameritrade where Annex receives valuable benefits from TD Ameritrade. TD Ameritrade pays some of the costs of the client billing & reporting software that Annex uses to create its client daily and quarterly performance reports and calculate its fees. None of the other custodians Annex recommends make similar payments on behalf of Annex. Therefore, a conflict of interest exists where Annex recommends TD Ameritrade as opposed to other custodians because of its participation in this program. The majority of Annex's client accounts and assets are in the custody of TD Ameritrade. (Please see the disclosure under Item 19B "Special Services Agreement" below for additional important information that you should consider).

Soft Dollars

Annex does not receive research or other products or services, other than execution, from any broker/dealer or any third party in connection with client securities transactions ("soft-dollar benefits"). When Annex or an advisor enters a trade into any of its custodians trading platforms, it is the custodian who decides where to execute that trade. The custodian may share in the commission for the transaction, as well as "trail commissions" (generally, Rule 12b-1 commissions paid by mutual funds and some exchange-traded funds), and other compensation it may receive for including certain mutual funds on its trading platform or directing trades to brokers or dealers. It should be clear that Annex and its advisors do not participate in any of these commission sharing arrangements. However, the custodians do provide Annex with non-proprietary research (that is available to all advisory firms using the custodian's platform), custody of securities, trade execution, clearance, and settlement of transactions. The custodians who share in the commissions

generated by trades in a client's account use those commissions to be able to provide these services to Annex without cost. Annex receives a benefit because it does not have to produce or pay for research or the services provided by the custodians. Annex does not feel that these arrangements adversely impact any client in that (i) no additional fee is charged to any client, (ii) the services are provided to all clients and all accounts, and (iii) best execution is preserved.

Directed Brokerage

Annex does not have any arrangements under which it directs trades in client accounts to any particular broker or dealer for execution.

When Annex has the opportunity to do so, it aggregates client orders in to a "block order" for execution. We do this so that we can get more favorable pricing for our clients and share the cost of the trades among the clients receiving the buy or sell in their account. Most of the time, the different prices received at execution are negligible, if any, so clients are generally getting the same execution prices. If the execution prices vary by more than a few cents, the trades will be settled Annex's firm account and each client will get the average price of all of the shares purchased. The cost of block orders are shared equally by the accounts to which the trades are allocated.

Item 13 – Review of Accounts

Through its advisors, Annex reviews each client Account on a periodic basis. The advisor assigned to the client account will contact each client not less than annually, and more frequently at the request of client, to review the Account and to determine whether there have been any changes in the client's financial situation or investment objectives, any material changes to ownership interest or control of the Account, or if the Client wishes to impose any reasonable restrictions on the management of the Account or modify existing restrictions.

Annex's principal officers and their qualified delegates periodically review a sampling of client Accounts to identify situations or events that may require further review or a specific action. Account review instruction and standards are included in the Annex Compliance Policy Manual provided to each reviewer. More frequent reviews may be triggered by market conditions, changes in a client's investment objective, concerns or requests made by a client, new information about an investment, economic news, changes in tax laws, geopolitical events, and/or other important changes.

Each client will receive Account statements from their custodian not less than quarterly. The reports will include a description of all of the activity in the Account during the preceding quarter, including all transactions made on behalf of the Account, all contributions and withdrawals made by the client, all fees and expenses charged to the Account by Annex, and the value of the Account at the beginning and end of the period. Additionally, clients who receive Limited Discretionary Asset Management services from Annex will receive a quarterly performance reports from Annex. Clients

are *strongly* urged to review the quarterly reports provided by Annex against their account statements and transaction confirmations they receive directly from their custodian for any inaccuracies. Clients should immediately notify Annex *and* the custodian of any inaccuracies. Annex is compensated by the client, as a part of their advisory fee, for the billing and reporting functions it performs.

Clients receiving Consulting Services will receive their report, allocation model, financial plan or similar results of their contracted project.

Item 14 – Client Referrals and Other Compensation

Client Referrals

Annex has been fortunate to receive many referrals from its clients over the years. Those referrals have come from current clients, attorneys, accountants, and other professionals, employees, personal acquaintances, and similar sources. Beyond a gesture of gratitude in terms of a gift of some nominal value, Annex does not pay for client referrals.

Other Compensation

Annex frequently promotes itself as “independent” in its advertisements, radio shows, seminars, brochures and similar presentation to the public. The firm makes this representation to differentiate itself from other registrants whose ownership structure makes it beholden to a parent company such as a bank, trust, insurance, or similar financial service company. Annex also holds itself out as “independent” because it does not offer any proprietary products, participate in fixed income underwriting or issuance, participate in syndication or offering groups, offer Initial Public Offerings (IPO’s), or create other similar in-house investment products where a conflict of interest might be created. The representation of independence notwithstanding, Annex’s advisors is also licensed as securities representatives with FINRA Member H Beck, Inc. (“HBI”). Annex’s advisors are also insurance agents of Annex Insurance Services, LLC. In such capacities, Annex and its advisors often receive commissions resulting from transactions involving a client who may also be receiving advisory services. This compensation is in addition to the fees paid to Annex and its advisors for investment advisory services. Consequently, a conflict of interest exists because Annex and its advisors receive a fee for rendering investment advisory services and a commission or other remuneration for effecting securities or insurance transactions on the basis of that advice. It is important for clients to know that investment advice, investments, and insurance may be available from other firms at a higher or lower overall cost.

Roughly thirty percent (30%) of revenues generated by Annex come from commissions on the sale of securities, life insurance, annuities and similar registered and unregistered products offered through HBI or Annex Insurance Service, LLC.

The total compensation Annex and its Representatives receives for investment advice, securities, and insurance may vary depending upon the programs, securities, and insurance selected by the advisor. Therefore, Annex and its Representatives may have a financial incentive to recommend one program or product over another. Annex and its Representatives may receive compensation from the outside investment advisory firms participating in the Annex Manager of Managers Program. A conflict of interest is created where an advisor might select one manager over another depending on whether or not the manager provides additional compensation to Annex. In practice, the majority of Client assets in the Manager of Manager program have been placed with Managers who *do not* provide any additional compensation to Annex beyond its share of the advisory fee collected from the Clients.

As disclosed under Item 12 above, Annex participates in TD Ameritrade's Institutional customer program and Annex may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between Annex's participation in the program and the investment advice it gives to its clients, although Annex receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount to Annex): duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Annex's clients; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an Internet-based electronic communications network for client order entry and account information; access to selected mutual funds and ETFs with no transaction fees and to certain institutional money managers; referral of advisors to Annex who might join Annex as advisors; and discounts on compliance, marketing, research, technology, billing, reporting, and/or practice management products or services received by Annex by third-party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Annex's advisors and staff and may also pay or reimburse expenses (including travel, lodging, meals, and entertainment expenses) for Annex's advisors to attend educational conferences or meetings relating to the program or to TD Ameritrade's advisor custody and brokerage services generally. Some of the products and services made available by TD Ameritrade through the program may benefit Annex but may not benefit its client accounts. However, these products or services may assist Annex in managing and administering client accounts, including accounts not maintained in the custody of TD Ameritrade. Other services made available by TD Ameritrade are intended to help Annex manage and further develop its business enterprise. The benefits received by Annex or its access persons through participation in the program *do not* depend on the number of accounts opened at TD Ameritrade, the value of the accounts opened at TD Ameritrade, or the amount of brokerage transactions directed to TD Ameritrade by Annex. Clients should be aware, however, that the receipt of economic benefits by Annex or its access persons in and of itself creates a potential conflict of interest and may indirectly influence Annex's recommendation of TD Ameritrade for custody and brokerage services.

Annex also receives from TD AMERITRADE certain additional economic benefits (“Additional Services”) that may or may not be offered to any other independent investment advisor participating in the program. Specifically, the Additional Services include payments directly to Envestnet Asset Management, Inc. (“Envestnet”), a third-party client reporting and billing company contracted by Annex. Annex receives valuable services from Envestnet including, but not limited to, portfolio optimization/asset allocation tools, an online platform including information about our client accounts reconciled and updated daily, investment sub-manager research and evaluation, portfolio modeling, risk tolerance and scoring tools, model investment policy statements, and portfolio accounting and reporting tools. Envestnet bills Annex for these services, and in turn, TD AMERITRADE agrees to pay Envestnet the negotiated amount per the Additional Services Addendum to partially defray Annex’s costs. TD Ameritrade provides the Additional Services to Annex in its sole discretion and at its own expense, and Annex doesn’t pay any fees to TD Ameritrade for the Additional Services. Annex and TD Ameritrade have entered into a separate agreement (“Additional Services Addendum”) to govern the terms of the Additional Services.

Annex’s receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to Annex, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, Annex’s client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with Annex, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to receive Additional Services from TD Ameritrade, Annex may have an incentive to recommend to its clients that the assets under management by Annex be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. Annex’s receipt of Additional Services does not diminish its duty to act in the best interest of its clients, including seeking best execution of trades for client accounts.

Annex has also entered into arrangements with unaffiliated money managers that it recommends whereby it receives a portion of the management fee charged by the money manager to offset the administrative cost of operating the firm. In return, the money manager will delegate certain responsibilities to Annex such as assisting each client in completing a questionnaire and other applicable account opening forms, determining suitability, meeting with the client at least annually to obtain any changes in their financial situation and acting as liaison between the money manager and the Annex client. In some cases, Annex may receive up to twenty-five percent of the fee charged by the money manager in addition to the fee it already collects under the consulting agreement or Manager of Managers program. Annex does not encourage its IARs to select money managers that share a portion of their management fee with Annex over any other money manager. Still, a conflict of interest exists where Annex receives additional administrative compensation from any money manager it recommends or mentions to a Client. Annex does not feel that these arrangements adversely impact any Client in that no additional fee is charged to any Client and best execution is preserved.

As discussed in the Brokerage Practices section above, Annex recommends custody relationships for client Accounts. Annex receives economic benefits through these custodians that are typically

not available to retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; recruiting efforts for advisors to join Annex; discounts on services such as overnight delivery costs; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Annex by third party vendors. The custodians may also have paid for business consulting and professional services received by Annex and its advisors. Some of the products and services made available to Annex by the custodians may benefit Annex but may not directly benefit its clients. However, these products or services may assist Annex in managing and administering Client accounts. Services made available to Annex by custodians are intended to help Annex manage and further develop its business enterprise including growing the Firm, reducing operating expenses, and enhancing profitability, all of which indirectly benefit Clients by ensuring that Annex is a going concern and allowing for retained earnings to be reinvested into the firm to continue to develop client services and the overall client experience. The benefits received by Annex or its advisors from custodians it recommends *do not* depend on the amount of brokerage transactions directed to any particular broker, dealer, or custodian. As part of its fiduciary duties to clients, the firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Annex or advisors in and of itself creates a potential conflict of interest and may indirectly influence Annex's selection of custodian and purveyors of brokerage services.

Item 15 – Custody

Clients will receive at least quarterly statements from the broker/dealer, bank or other qualified custodian that holds and maintains client's investment assets. Clients are *strongly* urged to review the reports provided by Annex against the account statements and transaction confirmations they receive directly from their custodian for any inaccuracies. Clients should IMMEDIATELY notify Annex *and* the custodian of any inaccuracies. Annex's quarterly performance reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities. Annex does not maintain custody of any client funds or securities.

Item 16 – Investment Discretion

When contracting for asset management services with Annex through either the Limited Discretionary Asset Management or Manager of Manager programs, each client appoints Annex and its advisor as their attorney-in-fact granting limited discretionary authority over the management of their account. The client appoints Annex by executing a contract granting Annex discretionary

authority. As such, when it is deemed appropriate and in the client's best interest, but without prior consultation with or consent from the client, Annex and its advisors may:

- buy, sell, exchange, convert and otherwise trade in any stocks, bonds, mutual funds, exchange-traded funds, variable contract separate Accounts, and other securities, including money market instruments, that it deems to be in the client's best interest in attempting to achieve the objectives provided to Annex including determining the securities to be bought and sold and the amount to be bought or sold; and
- place orders for the execution of such securities transactions with or through such brokers, dealers or issuers as Annex or the client may select; and
- sell securities or other assets that are part of a client account, regardless of the length of time that such securities have been owned or held by the client, and regardless of the resulting rate of portfolio turnover, if Annex or advisor, in its sole discretion, believes such sales are consistent with the client's investment objectives; and
- execute all documents necessary to affect the retention or appointment of custodians and/or outside investment advisory firms participating in the Annex advisory services programs on behalf of the client; and
- deduct advisory fees directly from the client account; and
- terminate the services of an investment advisory firm participating in the Annex Manager of Managers Program on behalf of the Client; and
- transfer assets between investment advisory firms participating in the Annex Manager of Managers Program on behalf of the Client.

The discretionary nature of the advisory relationship does not permit Annex, its employees, or any advisor to take custody of any client funds or securities.

Where discretionary authority is granted to an outside investment advisory firm participating in the Annex Manager of Managers Program, that Manager will have discretion as to which broker-dealer will be selected to execute client transactions. Neither Annex nor its advisors make any investment decisions in the Manager of Managers Program. All asset selection, timing, and trading decisions are strictly those of the Manager. Annex does, however, have the authority to fire a Manager, introduce a new Manager, or redistribute client assets between Managers.

Clients may impose any reasonable restrictions on the management of their Account(s) or modify existing restrictions at any time. Investment guidelines and restrictions, and any modification thereof, must be provided to Annex in writing.

Item 17 – Voting Client Securities

Without exception, Annex does not have any authority to and does not vote proxies on behalf of clients. Custodians have been instructed by Annex to mail proxy materials directly to the Client, or a designated representative of the Client, who is responsible for voting the proxy. In the event that Annex or its advisors receive proxy materials intended for the client, Annex will promptly forward the materials to the client so that the client may take whatever action s/he deems advisable. Annex and its advisors may answer client questions regarding proxy-voting matters in an effort to assist the client; however, the final decision of how to vote the proxy rests solely with the client.

Item 18 – Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about their financial condition. Annex has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

Item 19 – Selection of Custodians

Potential Conflicts of Interest

As disclosed under Item 12 and 14 above, Annex recommends custodians to clients for custody and brokerage services. The vast majority of the time, Annex will recommend either Schwab Institutional, TD Ameritrade Institutional, or Fidelity Institutional as the client's custodian. There is no direct link between Annex's recommendations and the investment advice it gives to its clients, although Annex receives economic benefits from the custodians that are typically not available to retail investors who may have accounts with the custodians. These benefits include the following products and services (provided without cost or at a discount to Annex): duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Annex's clients; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an Internet-based electronic communications network for client order entry and account information; access to selected mutual funds and ETFs with no transaction fees and to certain institutional money managers; referral of advisors to Annex who might join Annex as advisors; and discounts on compliance, marketing, research, technology, billing, reporting, and/or practice management products or services received by Annex by third-party vendors. The custodians may also have paid for business consulting and professional services received by Annex's advisors and staff and may also pay or reimburse expenses (including travel, lodging, meals, and entertainment expenses) for Annex's advisors to attend educational conferences or meetings relating to advisor custody and brokerage services generally. Some of the products and services made available by the custodians may benefit Annex but may not directly benefit its client accounts. However, these products or services may assist Annex in managing and administering client accounts. Other services made

available by the custodians are intended to help Annex manage and further develop its business enterprise. The benefits received by Annex or its advisors from the custodians *do not* depend on the number of accounts opened at the custodian, the value of the accounts opened at the custodian, or the amount of brokerage transactions directed to the custodian by Annex. Clients should be aware, however, that the receipt of economic benefits by Annex or its advisors in and of itself creates a potential conflict of interest and may indirectly influence Annex's recommendation of a custodian for custody and brokerage services.

Special Services Agreement

Annex also receives from TD Ameritrade certain additional economic benefits ("Additional Services") that may or may not be offered to any other independent investment advisor participating in the program. Specifically, the Additional Services include payments directly to Envestnet Asset Management, Inc. ("Envestnet"), a third-party client reporting and billing company contracted by Annex. Annex receives valuable services from Envestnet including, but not limited to, portfolio optimization/asset allocation tools, an online platform including information about our client accounts reconciled and updated daily, investment sub-manager research and evaluation, portfolio modeling, risk tolerance and scoring tools, model investment policy statements, and portfolio accounting and reporting tools. Envestnet bills Annex for these services, and in turn, TD Ameritrade agrees to pay Envestnet the negotiated amount per the Additional Services Addendum to partially defray Annex's costs. TD Ameritrade provides the Additional Services to Annex in its sole discretion and at its own expense, and Annex doesn't pay any fees to TD Ameritrade for the Additional Services. Annex and TD Ameritrade have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the Additional Services.

Annex's receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to Annex, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, Annex's client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with Annex, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to receive Additional Services from TD Ameritrade, Annex may have an incentive to recommend to its clients that the assets under management by Annex be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. Annex's receipt of Additional Services does not diminish its duty to act in the best interest of its clients, including seeking best execution of trades for client accounts.

Item 20 – Business Continuity Plan

General

Annex has developed a Business Continuity Plan designed to ensure the continuation of essential business operations in the event of natural or man-made disaster, a loss of communications or services, or upon loss of a key person in Annex's employ. The Plan has the support of Annex's

management who have committed the necessary time and funds to create and maintain a practical Business Continuity Plan. The Plan is analyzed and tested periodically and updated, as necessary.

Disasters

The Business Continuity Plan covers natural disasters such as ice or snowstorms, tornadoes or high winds, and earthquakes. It also covers man-made disasters such as a loss of electrical power, loss of telephone, fire, bomb threats, chemical or biological disasters, Internet outages, loss of the file server, and computer viruses. Annex's operating, trading, and communication systems are intentionally designed to be Internet-based so that they could be performed by personnel from virtually any location. Electronic files are stored on a 128-bit encrypted server and backed up nightly by a third-party offsite vendor who has entered into a confidentiality and services agreement with Annex.

Alternate Offices

Annex has made arrangements to relocate to an alternate location to support ongoing operations in the event our main office is unavailable. Generally, we would not relocate Annex's employees or advisors until a disaster has made the office unavailable or unusable for a period of at least 48-hours. Annex's operating, trading, and communication systems are intentionally designed to be Internet-based so that they could be performed by personnel from virtually any location. In practice, the telephones and other communication lines would be rerouted and advisors and staff would work from home or the alternate office until such time as the main office was once again available. In the event of a disaster, Annex would post a notice along with contact information on its website at www.annexadvisors.com

Item 21 – Information Security Program

Privacy Policy

Our Promise to You

As a client of Annex Wealth Management, LLC®, you share both personal and financial information with us. We understand that you expect us to protect this information and use it responsibly. Your privacy is important to us, and we are dedicated to safeguarding your personal and financial information. That is why we have adopted the following policies as *Our Promise to You* to protect the privacy of your non-public personal information.

Information Provided by Clients

In the normal course of doing business, we typically obtain the following non-public personal information about our clients:

- Personal information regarding our clients' identity such as name, address, email address, telephone number, social security number, drivers license information, passport information, and other information that permits us to contact or communicate with you;
- Salary, employment, occupation, and tax information;
- Information regarding insurance and securities transactions; and
- Financial information such as net-worth, assets, income, financial statements, holdings reports, insurance records, investment records, banking information and other information you may elect to supply to us.

How We Collect Information About You

We collect non-public personal information from a variety of sources, including:

- Information we receive from you on New Account Forms, applications, questionnaires, contracts, and other forms;
- Information we receive from you when you communicate with us in writing, electronically, by telephone, through our website, or whenever you communicate with us or request information from us;
- Your business dealings and transaction with us, our affiliates, investment managers with which we have sub-advisor contracts, account custodians, billing and reporting service providers, affiliated and unaffiliated product sponsors whose products you own, and other arrangements we have entered into to provide services to you.

Information That We Disclose

Where allowed by law, we disclose non-public personal information about you to affiliated and unaffiliated third parties that provide services to us, or with whom we have contractual relationships, so that we may more effectively provide services to you. These will include:

- Sub-Advisors and third-party money managers that provide advisory/management services to your accounts;
- Broker/Dealers we direct transactions to for execution;
- Broker/Dealers with whom Annex is registered and those with whom Annex may seek registration;
- Investment companies, insurance companies, and other investment product providers to effect transactions and provide services to your accounts;
- Clearing Firms through whom we clear and settle securities transactions;
- Custodians who provide services to your accounts;
- Companies that provide billing and performance reporting services;

- Credit Unions, Banks, and other third-parties with which we have joint-marketing agreements for the marketing and offer of our contracted services;
- Companies that assist us in maintaining books and records, meeting regulatory requirements, and facilitating mailings or publications on our behalf;
- Federal, State or other agencies with regulatory authority over us, where required by law or regulation;
- Other third-parties and associates that provide services to us so that we may in turn provide effective services to you including those companies, associations, agencies, institutions and third-parties with which we or our representatives are licensees, registrants or Members;
- Companies with whom we have entered into a confidential memorandum to explore potential registration opportunities, mergers or acquisitions; and
- In certain circumstances, your advisor if he or she chooses to leave Annex for another firm, subject to the requirements or limitations of applicable law. However, you may opt out of this information sharing if you do not want your advisor to take your personal information to his or her new firm by contacting us at 262-786-6363.

Where we share your non-public information with third parties for the purposes noted above, we ensure that there are contractual agreements in place prohibiting the third party from using or disclosing the information for any purpose other than for which it has been contracted or from further sharing that information with any other parties. Except as provided above, we will not share your non-public personal information with any third-party, affiliated or unaffiliated, for marketing or other purposes.

How We Manage and Protect Your Personal Information

We do not sell information about current or former clients to third parties, nor is it our practice to disclose such information to third parties unless requested to do so by a client or client representative or, if necessary, in order to process a transaction, service an account or as permitted by law. Additionally, we may share information with outside companies that perform administrative services for us. However, our contractual arrangements with these service providers require them to treat your information as confidential.

In order to protect your personal information, we maintain security policies and procedures reasonably designed to prevent unauthorized use or access. In addition to your advisor and their professional staff, physical, electronic and procedural safeguards are in place to protect your personal information. Internally, your information is available to employees and management of the firm in order that we may provide services to you. Our employees and Representatives may use our website to obtain non-public personal information about you; however, neither you nor our Representatives may use our website to alter your information. Our Privacy Policy restricts the use of client information and requires that it be held in strict confidence.

Client Notifications

We are required by law to annually provide a notice describing our Privacy Policy. In addition, when we make material changes to our Privacy Policy we will inform you promptly by posting an updated version to our website at www.annexadvisors.com and may send you an amended copy in the mail. Please do not hesitate to contact us with questions about our Privacy Policy.

Item 22 –Senior Management

David J. Spano, CFP®, President/CEO

Born 1965, Mr. Spano earned his Bachelor of Science in Business Administration from the University of Wisconsin-Milwaukee in 1987 and achieved status as a Certified Financial Planner (CFP®) in 1991. (See Item 23 – Education and Business Standards for more information about CFP® certification).

Mr. Spano entered the financial planning industry in 1986, acted as the Vice President–Sales Manager for a Milwaukee-based Regional Broker-Dealer from 1988 to 1995, and as Vice President–Regional Director for SII Investments, Inc. from 1995-2009. He is currently a Registered Principal of the H. Beck, Inc. Brookfield, WI Office of Supervisory Jurisdiction.

Mr. Spano has no history of legal or disciplinary events. Additional information about Dave is available on the SEC’s website at www.adviserinfo.sec.gov

In 2000, Mr. Spano founded Annex Wealth Management with the company taking its current form as a limited liability company in 2001. Annex Advisory Services, LLC, Annex Insurance Services, LLC, and Annex Investment Services, LLC were formed by Mr. Spano as affiliates and subsidiaries of Annex Wealth Management, LLC in 2003. Through their strategic relationships, these companies collectively provide clients with independent and complete personal and business wealth management services.

Mr. Spano is the co-host of the radio show "Money Talk" heard at 10 am Saturdays on News Talk 620 WTMJ. Dave is the Chairman of the Board of and past-President of the Financial Planning Association of Southern Wisconsin, where he also served as the Director of Government Relations since 2004. He also served as the Treasurer, Chief Financial Officer, and is the current President of the Italian Community Center. He serves, or served, on the boards of The United Ethnic Festivals, The Historic Third Ward, The Lakeshore State Park, and Miller Park Stadium Board (2004-08).

Dave is also a Registered Representative of H. Beck, Inc., a broker/dealer, and an agent of Annex Insurance Services, LLC. In these capacities, Mr. Spano receives commissions based on the sale of securities, insurance, and other investment products, including distribution or service (“trail”) fees from the sale of mutual funds.

Mr. Spano holds FINRA registrations of General Securities Representative (Series-7), FINRA General Securities Principal (Series-24), Registered Options Principal (Series-4), Uniform Securities Agent State Law (Series-63) and Uniform Investment Advisor Law (Series-65).

Mark M. Oswald, Managing Partner, Chief Compliance Officer

Born 1964, Mr. Oswald is the Managing Partner and Chief Compliance Officer of Annex Wealth Management, LLC responsible for the regulatory oversight and daily operations of the Wealth Management Firm and its affiliates, including Annex Advisory Services, LLC. His responsibilities include the continuing development of all aspects of the Firm, regulatory oversight supervision of all Annex Advisors, supervision of Accounts and transactions, and compliance with SEC, Financial Industry Regulatory Authority (FINRA), and State securities rules and regulations.

Mr. Oswald attended the University of Wisconsin-Whitewater studying Finance with an emphasis on Financial Planning from 1982-1985 and 1987-1989.

Prior to assuming his current duties, Mr. Oswald served five years as the Chief Compliance Officer for FINRA Member Firms, SII Investments, Inc. and Investment Centers of America Inc., developing and implementing the supervisory structures for those firms. In the late 1990's, he acted in a similar capacity for Princor Financial Services, the broker-dealer arm of the Principal Financial Group. He began establishing his regulatory experience in the position of Vice-President Compliance with NYSE Member Robert W. Baird & Co. in 1993. Mark can be heard as the co-host of "Money Talk", Saturday mornings at 10am on News Talk 620 AM WTMJ. He is a member of the Development Council for the Children's Hospital of Wisconsin Foundation.

Mr. Oswald has no history of legal or disciplinary events. Additional information about Mark is available on the SEC's website at www.adviserinfo.sec.gov

Mr. Oswald is also a Registered Representative of H. Beck, Inc., a broker/dealer. In this capacity, Mark occasionally receives commissions based on the sale of securities or other investment products.

Mark has more than 21 years of securities industry experience and holds FINRA registrations of General Securities Representative (Series-7), General Securities Sales Supervisor/Branch Office Manager (Series-9 and Series 10), FINRA General Securities Principal (Series-24), Uniform Securities Agent State Law (Series-63) and Uniform Investment Advisor Law (Series-65).

Mark Beck, Director of Wealth Management Services

Born 1971, Mark Beck is the Director of Wealth Management Services for Annex Wealth Management. Mr. Beck earned a Bachelor of Business Administration in Finance from the University of Wisconsin-Whitewater and has a Certificate in Financial Planning from Waukesha County Technical College.

Prior to joining Annex in 2009, Mr. Beck held the positions of Principal/Director and Chief Investment Officer for Financial Strategies, Inc. from 1999-2008. Mark can be heard as the host of "The Annex Wealth Management Investment Show", Saturday mornings at 11am on News Talk 1130 AM WISN.

Mr. Beck has no history of legal or disciplinary events. Additional information about Mark is available on the SEC's website at www.adviserinfo.sec.gov

Item 23 – Education and Business Standards

Annex seeks for its management and advisors to have a minimum of five years of investment industry experience, similar tenure in a business related field, or a college degree. Annex also expects its advisors to pass the Uniform Investment Advisor Law Examination and maintain FINRA Series 65 or Series 66 registration, or their equivalent, and meet the examination and, where required, registration requirements of each State in which they conduct an advisory business unless otherwise exempted by regulatory allowances. Advisors are encouraged to achieve certification as a Certified Financial Planner™ or other professional designation. Annex will frequently register an Investment Advisor Representative who has not yet achieved these standards but is committed to making progress to fulfill these requirements.

The CFP® is a professional designation granted in the United States by the Certified Financial Planner Board of Standards, Inc. ("CFP Board"). The CFP® certification is voluntary; no federal or state law requires financial planners to hold a CFP® certification.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning and estate planning.
- Examination – Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances.
- Experience – Complete at least three years of full time financial planning-related experience (or the equivalent, measured as 2000 hours per year); and,

- Ethics – Agree to be bound by CFP® Board’s Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® mark:

- Continuing Education – Complete 30 hours of continuing education every two years, including two hours on the Code of Ethics and other parts of the Standard of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and,
- Ethics – Renew and agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interest of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.