

Bouvel Investment Partners, LLC

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This Brochure provides information about the qualifications and business practices of Bouvel Investment Partners, LLC (“Bouvel”). If you have any questions about the contents of this Brochure, please contact us at (610) 933-3300 or Pierre@bouvel.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

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

References herein to Bouvel Investment Partners, LLC as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

There have been no material changes made to Bouvel's disclosure statement since its last Annual Amendment filing on March 21, 2011.

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Item 4 Advisory Business

- A. Bouvel is a limited liability company formed on January 11, 2000 in the State of Delaware. Bouvel became registered as an Investment Adviser Firm in July 2000 under the name of Security Advisor Network, LLC and changes to Bouvel Investment Partners, LLC on November 17, 2008. Bouvel is principally owned by Jean Pierre Bouvel and Stephane Eric Bouvel. Jean Pierre Bouvel is Bouvel's Managing Member.
- B. As discussed below, Bouvel offers to its clients (individuals, business entities, pension and profit sharing plans, trusts, estates and charitable organizations, etc.) investment advisory services. Bouvel **does not** hold itself out as providing financial planning, estate planning or accounting services. However, to the extent specifically requested by a client, Bouvel *may* provide limited financial planning and consultation services on a stand-alone basis.

INVESTMENT ADVISORY SERVICES

The client can determine to engage Bouvel to provide discretionary and/or non-discretionary investment advisory services on a wrap or non-wrap *fee* basis. (*See* discussion below). If a client determines to engage Bouvel on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon each client's particular need. If the client determines to engage Bouvel on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, brokerage, custody).

BOUVEL INVESTMENT PARTNERS WRAP PROGRAM

Bouvel provides investment management services on a wrap fee basis in accordance with Bouvel's investment management wrap fee program (the "Program"). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure a copy of which is presented to all prospective Program participants. Under the Program, Bouvel is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges from negotiable to 2.50%, depending upon the amount and type of the Program assets. The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure, which is presented to all prospective Program participants in accordance with the disclosure requirements of Part 2A Appendix 1 of Form ADV. All prospective Program participants should read both Bouvel's Brochure and the Wrap Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. Fidelity Investments ("Fidelity") shall serve as the custodian for Program accounts.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

Although Bouvel does not hold itself out as providing financial planning services, to the extent specifically requested by a client, Bouvel *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. Bouvel's planning and consulting fees are negotiable, but generally range from \$250 to \$350 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). Prior to engaging Bouvel to provide planning or consulting services, clients are generally required to enter

into a *Financial Planning and Consulting Agreement* with Bouvel setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Bouvel commencing services. If requested by the client, Bouvel may recommend the services of other professionals for implementation purposes, including Bouvel's representatives in their individual capacities as registered representatives of broker-dealer and/or licensed insurance agents. (*See* disclosure at Item 10 C below). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Bouvel. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify Bouvel if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Bouvel's previous recommendations and/or services.

MISCELLANEOUS

Limited Consulting/Implementation Services. Although Bouvel does not hold itself out as providing financial planning, estate planning or accounting services, to the extent specifically requested by the client, Bouvel *may* provide limited consultation services to its investment management clients on investment and non-investment related matters, such as estate planning, tax planning, insurance, etc. Bouvel shall not receive any separate or additional fee for any such consultation services. Neither Bouvel, nor any of its representatives, serves as an attorney or accountant and no portion of Bouvel's services should be construed as same. To the extent requested by a client, Bouvel may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Bouvel. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Please Note: Non-Discretionary Service Limitations. Clients that determine to engage Bouvel on a non-discretionary investment advisory basis **must be willing to accept** that Bouvel cannot effect any account transactions without obtaining prior verbal consent to any such transaction(s) from the client. Thus, in the event of a market correction during which the client is unavailable, Bouvel will be unable to effect any account transactions (as it would for its discretionary clients) without first obtaining the client's verbal consent.

Please Note: Cash Positions. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being **no guarantee** that such anticipated market conditions/events will occur), Bouvel *may* maintain cash positions for defensive purposes. All cash positions (money markets, etc) shall be included as part of assets under management for purposes of calculating Bouvel's advisory fee. **Bouvel's Chief Compliance Officer, Jean Pierre G. Bouvel, remains available to address any**

questions that a client or prospective client may have regarding the above fee billing practice.

Trade Error Policy. Bouvel shall reimburse accounts for losses resulting from Bouvel's trade errors, but shall not credit accounts for such errors resulting in market gains. The gains and losses are reconciled within Bouvel's custodian firm account and Bouvel retains the net gains and losses.

Client Obligations. In performing its services, Bouvel shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify Bouvel if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Bouvel's previous recommendations and/or services.

Disclosure Statement. A copy of Bouvel's written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement or Financial Planning and Consulting Agreement*.

- C. Bouvel shall provide investment advisory services specific to needs of each client. Prior to providing investment advisory services, an investment adviser representative will discuss with each client, their particular investment objective(s). Bouvel shall allocate each client's investment assets consistent with their designated investment objective(s). Clients may, at anytime, impose restrictions, in writing, on Bouvel's services.
- D. There is no significant difference between how Bouvel manages wrap fee accounts and non-wrap fee accounts. However, as stated above, if a client determines to engage Bouvel on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody) (*See* Item 4.B). The services included in a wrap fee agreement will depend upon each client's particular need. If the client determines to engage Bouvel on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, brokerage, custody). **Please Note:** When managing a client's account on a wrap fee basis, Bouvel shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.
- E. As of December 31, 2011, Bouvel had \$69,146,910 in assets under management on a discretionary basis and \$6,006,111 in assets under management on a non-discretionary basis.

Item 5 Fees and Compensation

A.

INVESTMENT ADVISORY SERVICES

Non-Wrap Fee Basis

If a client determines to engage Bouvel to provide discretionary and/or non-discretionary investment advisory services on a *fee* basis, Bouvel's annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under Bouvel's management (between negotiable and 2.30%), to be charged quarterly in advance, as follows:

<u>Market Value of Portfolio</u>	<u>Annual Fee %</u>
\$50,000 to \$249,999	2.30%
\$250,000 to \$499,999	2.05%
\$500,000 to \$749,999	1.80%
\$750,000 to \$1,249,999	1.55%
\$1,250,000 to \$1,999,999	1.30%
\$2,000,000 to \$24,999,999	1.05%
\$25,000,000 and over	0.80%

BOUVEL INVESTMENT PARTNERS WRAP PROGRAM FEES

If a client determines to engage Bouvel to provide investment management services on a wrap fee basis in accordance with Bouvel's Program, the services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, Bouvel is able to offer participants discretionary and/or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges from negotiable to 2.50%, depending upon the amount and type of the Program assets.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

Although Bouvel does not hold itself out as providing financial planning services, to the extent specifically requested by a client, Bouvel *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. Bouvel's planning and consulting fees are negotiable, but generally range from \$250 to \$350 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

- B. Clients may elect to have Bouvel's advisory fees deducted from their custodial account. Both Bouvel's *Investment Advisory Agreement* and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of Bouvel's investment advisory fee and to directly remit that management fee to Bouvel in compliance with regulatory procedures. In the limited event that Bouvel bills the client directly, payment is due upon receipt of Bouvel's invoice. Bouvel shall deduct fees and/or bill clients

quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.

- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Bouvel shall generally recommend that Fidelity Investments ("Fidelity") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Fidelity* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to Bouvel's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom Bouvel and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a "tradeaway" fee charged by *Fidelity*).
- D. Bouvel's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. Bouvel generally imposes an account minimum of \$50,000 for investment advisory services. Bouvel, in its sole discretion, may reduce or waive its account minimum requirements and/or charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

The *Investment Advisory Agreement* between Bouvel and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, Bouvel shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

- E. **Commission Transactions.** In the event that the client desires, the client can engage Jean Pierre Bouvel and/or Stephane Eric Bouvel, in their individual capacities, as registered representatives of Purshe Kaplan Sterling Investments ("PKS"), a FINRA member broker-dealer, to implement investment recommendations on a commission basis. In the event the client chooses to purchase investment products through *PKS*, *PKS* will charge brokerage commissions to effect securities transactions, a portion of which commissions *PKS* shall pay to either Jean Pierre Bouvel and/or Stephane Eric Bouvel, as applicable. The brokerage commissions charged by *PKS* may be higher or lower than those charged by other broker-dealers. In addition, *PKS*, as well as Jean Pierre Bouvel and/or Stephane Eric Bouvel, as applicable, relative to commission mutual fund purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains the mutual fund investment.
1. **Conflict of Interest:** The recommendation that a client purchase a commission product from *PKS* presents a *conflict of interest*, as the receipt of commissions

may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Jean Pierre Bouvel and/or Stephane Eric Bouvel. **Bouvel's Chief Compliance Officer, Jean Pierre Bouvel, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

2. **Please Note:** Clients may purchase investment products recommended by Bouvel through other, non-affiliated broker dealers or agents.
3. Bouvel does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products Bouvel recommends to its clients.
4. When Bouvel's representatives sell an investment product on a commission basis, Bouvel does not charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on an advisory fee basis, Bouvel's representatives do not also receive commission compensation for such advisory services (except for any ongoing 12b-1 trailing commission compensation that may be received as previously discussed). **However,** a client may engage Bouvel to provide investment management services on an advisory fee basis and separate from such advisory services purchase an investment product from Bouvel's representatives on a separate commission basis

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

Neither Bouvel nor any supervised person of Bouvel accepts performance-based fees.

Item 7 Types of Clients

Bouvel's clients shall generally include individuals, business entities, pension and profit sharing plans, trusts, estates and charitable organizations, etc.) investment advisory services. Bouvel generally imposes an account minimum of \$50,000 for investment advisory services. Bouvel, in its sole discretion, may reduce or waive its account minimum requirements and/or charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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

A. Bouvel may utilize the following methods of security analysis:

- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

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

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Bouvel) will be profitable or equal any specific performance level(s).

B. Bouvel's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Bouvel must have access to current/new market information. Bouvel has no control over the dissemination rate of market information; therefore, unbeknownst to Bouvel, certain analyses may be compiled with outdated market information, severely limiting the value of Bouvel's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Bouvel's primary investment strategies - Long Term Purchases and Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

- C. Currently, Bouvel primarily allocates client investment assets among various individual equity, grantor trusts (which are not registered under the Investment Company Act of 1940), mutual funds (including no-load funds and load waived funds) and/or exchange traded funds, on a discretionary and/or non-discretionary basis in accordance with the client's designated investment objective(s).

Asset Allocation Strategies

Bouvel currently offers the following asset allocation strategies to its clients:

Focused Opportunities -- Objective: Pursues growth opportunities in a focused portfolio of 20--30 individual equities. Investments will be selected based primarily on their potential for future growth, and may be of any market capitalization size. Such potential may come in the form of new product innovations, changes in management strategy, or participation in growing secular economic trends, as well as other catalysts for future growth. This catalyst process is informed by fundamental analysis, and technical analysis where appropriate. These holdings will be monitored and periodically adjusted, through regular meetings of our investment committee and the processing of internal research. This portfolio may be most suitable to investors who are looking for their investments to be managed for Growth / Capital Appreciation, and would like to own a focused selection of individual equities. Investments in the Focused Opportunities strategy are not guaranteed and are subject to risk. As a result, investors may lose principal invested.

Focused Foundations -- Objective: Pursues growth, through the selection of 20-30 individual Large-Cap equity holdings. These Large-Cap equities will be selected based primarily on their potential for future growth, as well as the stability and strength of their current business operations. This process will be informed by fundamental analysis, as well as technical analysis where appropriate. The companies selected will typically be household names, with established brands across a multi-national marketplace. These holdings will be monitored and periodically adjusted, through regular meetings of our investment committee and the processing of internal research. This portfolio may be most suitable to investors who are looking for long-term growth, investing in a selection of larger, more established individual equities. Investments in the Focused Foundations strategy are not guaranteed and are subject to risk. As a result, investors may lose principal invested.

Dynamic Perspectives -- Objective: Seeks to provide participation in the capital markets by taking a balanced approach, aiming to provide long term growth and less short-term volatility. Investments are made across equity, bond, foreign and other markets. All investments are made through diversified instruments, such as exchange-traded funds or mutual funds. Investments selected will be chosen based on the macro-economic climate, the global investment climate and the ability of the investments to represent their asset-class. The portfolio management team will periodically review and revise the allocation used to suit market conditions. This portfolio may be most suitable to investors who are looking for investment balance, diversification and management oversight. Investments in the Dynamic Perspectives strategy are not guaranteed and are subject to risk. As a result, investors may lose principal invested.

Global Capital Growth -- Objective: Pursues growth opportunities wherever they may be, by utilizing a "go anywhere" approach, selecting investments of any size, and from any

country. Management will hold no more than 20 positions in either mutual funds or exchange traded funds, selected on the basis of positive growth momentum, among other factors. Such momentum may come in the form of participation in favored economic trends, country-specific growth, or other factors. This portfolio may be most suitable to investors who are looking for their investments to be managed in an opportunistic manner, who have a higher tolerance for risk and volatility. The portfolio may experience higher turnover, as changes in momentum will typically drive changes in portfolio holdings.

Dynamic Income – Objective: Seeks to provide income and exhibit lower levels of volatility, through a portfolio consisting mainly of fixed income investments. Investments are made primarily in fixed income, although management reserves the right to hold cash and invest across other asset-classes when appropriate. All investments are made through diversified investments such as exchange-traded funds or mutual funds. Investments selected will be based primarily on the macroeconomic climate, as well as the interest rate climate and overall fixed income market place. This portfolio may be most suitable to investors who are concerned with generating income, as well as reducing portfolio volatility compared to other investment types. Investments in the Dynamic Income strategy are not guaranteed and are subject to risk. As a result, investors may lose principal invested.

Other account strategies may be developed from time to time. Bouvel will also manage client assets outside these strategies to the extent clients direct Bouvel to do so.

Bouvel's asset allocation strategies have been designed to comply with the requirements of Rule 3a-4 of the Investment Company Act of 1940. Rule 3a-4 provides similarly managed investment programs, such as Bouvel's asset allocation programs, with a non-exclusive safe harbor from the definition of an investment company. In accordance with Rule 3a-4, the following disclosure is applicable to Bouvel's management of client assets:

1. Initial Interview – at the opening of the account, Bouvel, through its designated representatives, shall obtain from the client information sufficient to determine the client's financial situation and investment objectives;
2. Individual Treatment - the account is managed on the basis of the client's financial situation and investment objectives;
3. Quarterly Notice – at least quarterly Bouvel shall notify the client to advise Bouvel whether the client's financial situation or investment objectives have changed, or if the client wants to impose and/or modify any reasonable restrictions on the management of the account;
4. Annual Contact – at least annually, Bouvel shall contact the client to determine whether the client's financial situation or investment objectives have changed, or if the client wants to impose and/or modify any reasonable restrictions on the management of the account;
5. Consultation Available – Bouvel shall be reasonably available to consult with the client relative to the status of the account;
6. Quarterly Report – the client shall be provided with a quarterly report for the account for the preceding period;
7. Ability to Impose Restrictions – the client shall have the ability to impose reasonable restrictions on the management of the account, including the ability to instruct Bouvel not to purchase certain mutual funds;

8. No Pooling – the client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the custodian, but rather represents a direct and beneficial interest in the securities which comprise the account;
9. Separate Account - a separate account is maintained for the client with the Custodian;
10. Ownership – each client retains indicia of ownership of the account (e. g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

Bouvel believes that its annual investment management fee is reasonable in relation to: (1) the advisory services provided under the *Investment Advisory Agreement*; and (2) the fees charged by other investment advisers offering similar services/programs. However, Bouvel’s annual investment management fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to Bouvel’s annual investment management fee, the client will also incur charges imposed directly at the mutual and exchange traded fund level (e.g., management fees and other fund expenses). **Please Note:** Bouvel’s investment programs may involve above-average portfolio turnover which could negatively impact upon the net after-tax gain experienced by an individual client in a taxable account.

Item 9 Disciplinary Information

Bouvel has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. **Registered Representative of PKS.** As disclosed above in Item 5.E, Jean Pierre G. Bouvel and Stephane E. Bouvel are also registered representatives of PKS, a FINRA member broker-dealer.
- B. Neither Bouvel, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

C.

Broker Dealer. As disclosed above in Item 5.E, Jean Pierre G. Bouvel and Stephane E. Bouvel are registered representatives of PKS, a FINRA member broker-dealer. Clients can choose to engage Jean Pierre G. Bouvel and Stephane E. Bouvel, in their individual capacities, to effect securities brokerage transactions on a commission basis.

Licensed Insurance Agents. Jean Pierre G. Bouvel and Stephane E. Bouvel, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4.B above, clients can engage certain of Bouvel’s representatives to purchase insurance products on a commission basis.

- **Conflict of Interest:** The recommendation by either Jean Pierre G. Bouvel or Stephane E. Bouvel that a client purchase a securities or insurance commission product presents a *conflict of interest*, as the receipt of commissions may provide

an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Jean Pierre G. Bouvel and/or Stephane E. Bouvel. Clients are reminded that they may purchase securities and/or insurance products recommended by Bouvel through other, non-affiliated registered representatives of a broker-dealer and/or insurance agents. **Bouvel's Chief Compliance Officer, Jean Pierre G. Bouvel, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

- D. Bouvel does not recommend or select other investment advisors for its clients for which it receives a fee.

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

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

Bouvel maintains and enforces policies reasonably designed to prevent the misuse of material non-public information by Bouvel or any person associated with Bouvel.

- B. Neither Bouvel nor any related person of Bouvel recommends, buys, or sells for client accounts, securities in which Bouvel or any related person of Bouvel has a material financial interest.
- C. Bouvel and/or representatives of Bouvel *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Bouvel and/or representatives of Bouvel are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Bouvel did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Bouvel's clients) and other potentially abusive practices.

Bouvel has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Bouvel's "Access Persons." Bouvel's securities transaction policy requires that Access Person of Bouvel must provide the Chief Compliance Officer or his/her designee with a written report of the their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date Bouvel selects; provided, however that at any time that Bouvel has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. Bouvel and/or representatives of Bouvel *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Bouvel and/or representatives of Bouvel are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11.C, Bouvel has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Bouvel's Access Persons.

Item 12 Brokerage Practices

- A. In the event that the client requests that Bouvel recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Bouvel to use a specific broker-dealer/custodian), Bouvel generally recommends that investment management accounts be maintained at *Fidelity*. Prior to engaging Bouvel to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with Bouvel setting forth the terms and conditions under which Bouvel shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

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

1. Soft Dollar Arrangement.

In return for effecting securities transactions through a designated broker-dealer/custodian, Bouvel may receive certain investment research products or services which assist Bouvel in its investment decision making process for the client pursuant to Section 28(e) of the Securities Exchange Act of 1934 (generally referred to as a "soft-dollar" arrangement). Investment research products or services received by Bouvel may include, but are not limited to, analyses pertaining to specific securities, companies or sectors; market, financial and economic studies and forecasts; financial publications, portfolio management systems, and statistical and pricing services. Although the commissions paid by Bouvel's clients shall comply with Bouvel's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might

charge to effect the same transaction where Bouvel determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Bouvel will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Although the investment research products or services that may be obtained by Bouvel will generally be used to service all of Bouvel's clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account. With respect to investment research products or services obtained by Bouvel that have a mixed use of both a research and non-research (i.e., administrative, etc.) function, Bouvel shall make a reasonable allocation of the cost of the product or service according to its use - the percentage of the product or service that provides assistance to Bouvel's investment decision-making process will be paid for with soft dollars while that portion which provides administrative or other non-research assistance will be paid for by Bouvel with hard dollars. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Bouvel's investment management fee.

Bouvel's Chief Compliance Officer, Jean Pierre G. Bouvel, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest such arrangement may create.

Research and Additional Benefits. Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Bouvel may receive from *Fidelity* (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Bouvel to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Bouvel may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Bouvel in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist Bouvel in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Bouvel to manage and further develop its business enterprise.

Bouvel's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity* as a result of this arrangement. There is no corresponding commitment made by Bouvel to *Fidelity* or any other entity to invest any specific amount or percentage of client assets in any specific mutual

funds, securities or other investment products as a result of the above arrangement.

Bouvel's Chief Compliance Officer, Jean Pierre G. Bouvel, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

2. Bouvel does not receive referrals from broker-dealers.
3. Bouvel does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements the client will negotiate terms and arrangements for their account with that broker-dealer, and Bouvel will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Bouvel. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Please Note: In the event that the client directs Bouvel to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Bouvel.

Bouvel's Chief Compliance Officer, Jean Pierre G. Bouvel, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that Bouvel provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Bouvel decides to purchase or sell the same securities for several clients at approximately the same time. Bouvel may (but is not obligated to) combine or “bunch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Bouvel’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Bouvel shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

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

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, Bouvel may receive a direct economic benefit from *Fidelity*. Bouvel, without cost (and/or at a discount), may receive support services and/or products from *Fidelity*.

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

Bouvel’s Chief Compliance Officer, Jean Pierre G. Bouvel, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.

- B. If a client is introduced to Bouvel by either an unaffiliated or an affiliated solicitor, Bouvel *may* pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Bouvel's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to Bouvel by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of Bouvel's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between Bouvel and the solicitor, including the compensation to be received by the solicitor from Bouvel.

Item 15 Custody

Bouvel shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Bouvel may also provide a written periodic report summarizing account activity and performance.

Please Note: To the extent that Bouvel provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Bouvel with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of Bouvel's advisory fee calculation.

Item 16 Investment Discretion

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

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

Item 17 Voting Client Securities

- A. Bouvel does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Bouvel to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. Bouvel does not solicit fees of more than \$500, per client, six months or more in advance.
- B. Bouvel is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Bouvel has not been the subject of a bankruptcy petition.

Item 19 Requirements for State Registered Investment Advisers

- A. Jean Pierre Bouvel and Stephane Eric Bouvel are the Principals of Bouvel. For more information about the above individuals, please see the Brochure Supplement to Bouvel's Brochure.
- B. Bouvel is not engaged in any other business than as set forth in this Brochure.
- C. Neither Bouvel, nor its representatives, accepts performance-based fees.
- D. Neither Bouvel, nor its representatives, accepts performance-based fees.
- E. Neither Bouvel, nor its representatives, has any relationship or arrangement with any issuer of securities.

ANY QUESTIONS: Bouvel's Chief Compliance Officer, Jean Pierre G. Bouvel, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.