

Steele Financial, Inc. Brochure

Steele Financial, Inc. (hereafter referred to as “SF”), furnishes primarily wealth management services by integrating investment supervisory services and financial planning. Investment Supervisory services include continuous advice as to the investment of funds on the basis of individual needs of the client. Financial planning includes collecting, organizing, and analyzing a client’s financial data to provide optimal wealth design through appropriate account structure (including taxable and non-taxable accounts and strategies used within each) and income tax and estate tax strategies on the basis of the individual needs of the client. SF considers such factors as the size and source of the account, client’s identity and background, the client’s income and growth objectives, income tax bracket, potential federal estate taxes, and the client’s relative risk aversion. The individual needs and situation of each client dictate whether or not both investment counsel and financial planning services are utilized.

SF receives a fee for wealth management services in an amount established with each client when an investment advisory agreement is executed. The general fee schedule on an annualized basis is as follows:

Market Value of the Account	Percent Fee
\$0 - \$500,000	1.5%
\$500,001 - \$1,000,000	1.25%
\$1,000,001 - \$5,000,000	1%
\$5,000,001 +	Negotiated

The actual fee may be higher or lower depending on the size of the account and the services rendered. The fee is paid quarterly in advance, and is based on the market value of each account on the last day of the quarter. Fees will be assessed pro rata in the event the portfolio management agreement is executed at any time other than the first day of the calendar quarter. A client may terminate the investment advisory agreement at any time upon thirty days prior written notice, and the fees for the quarter in which termination occurs will be prorated.

In certain circumstances, account minimums may be negotiable based upon prior relationships as well as related account holdings. Payment of SF management fees will be made by the qualified custodian holding the client’s funds and securities provided the client supplies written authorization permitting fees to be paid directly from the account. SF will not have access to client funds for payment of fees without written consent by the client. Further, the qualified custodian agrees to deliver a quarterly account statement directly to the client, showing all disbursements from the account. The client is encouraged to review all account statements for accuracy. In addition to these quarterly statements, SF clients will have 24 hour web based access to their accounts.

Other fee arrangements may be negotiated with individual clients including fixed fees or hourly fees, particularly, but not exclusively, in the production of a financial plan.

Financial planning services may also include consultations and/or written plans which analyze a client's financial situation and makes appropriate recommendations for strategies and methods of implementation of the strategies.

SF offers financial planning related services on specific topics such as retirement planning, investment planning, or budgeting. An IAR of SF will first consult with the client to gather pertinent information about the client's financial circumstances and objectives. Once such information has been reviewed and analyzed, a plan will be produced and presented to the client. **The fee for this service is generally \$300 due upon presentation of the report. This fee may also be negotiable.**

Some clients are in need of general consulting services and do not need a plan. Through consulting services, an IAR of SF will address only those specific areas of interest or concern.

Financial plans are based on the client's financial situation at the time the plan is presented and are based on financial information disclosed by the client to SF. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. SF cannot offer any guarantees or promises that the client's financial goals and objectives will be met. As the client's financial situation, goals, objectives, or needs change, the client holds the responsibility of contacting SF promptly of the changes.

Such services are offered based on the firm's hourly rate of \$150. When the scope of the services has been agreed upon, a determination will be made as to the applicable fee. The final fee shall be directly dependent upon the facts and circumstances of the client's financial situation and the complexity of the financial plan or service requested. An estimate of the total cost will be determined at the start of the advisory relationship.

Clients may act on SF's recommendations by placing securities transactions with any brokerage firm the client chooses. However, if the client implements recommendations through Tamara R. Steele, the owner of Steele Financial, and a Registered Representative of Comprehensive Asset Management & Servicing ("CAMAS"), a commission would be paid to Tamara R. Steele for placing securities transactions through CAMAS

SF or the client may terminate the agreement within five days of the date of acceptance without penalty to the client. After the five-day period, either party may terminate the agreement by providing written notice to the other party.

General Information on Advisory Services & Fees

SF shall never have custody of any client funds or securities, as the services of a qualified independent custodian will be used for these asset management services.

The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client.

SF does not represent, warranty, or imply that the services or methods of analysis employed by the Firm can or will predict future results, successfully identify market tops or bottoms, or insulate client from losses due to market corrections or declines.

Advice offered by SF will involve investment in mutual funds. Clients are hereby advised that all fees paid to SF for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. Further, there may be transaction charges involved with purchasing securities. SF does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. The client should review all fees charged by mutual funds, SF, and others to understand fully the total amount of fees to be paid by the client.

Types of Investments

SF reserves the right to advise clients on any other type of investment that it deems appropriate, based on the client's stated investment goals, risk temperament, and investment objectives. SF may also provide advice on any type of investment held in a client's portfolio at the inception of the advisory relationship and will explore other investment options at the client's request.

Education and Business Standards

Associated persons of SF that are involved in determining or giving investment advice to clients must meet all examination or experience requirements of the state(s) and/or jurisdiction(s) in which the individual provides advisory services.

Education and Business Background

Tamara R. Steele

Year of Birth: 1969

Formal Education after High School:

- DePauw University 1987-1991, B.S., Magna Cum Laude
- Various Classes for Securities and Life and Health Licenses

Employment from 1991-1998 – South Madison Community Schools

- Seventh Grade Math Teacher

Employment from 1998-Current – Advisor with AIG American General Securities

Other Business Activities

The applicant is also affiliated with Comprehensive Asset Management & Servicing, Inc. (“CAMAS”), a NASD member broker/dealer which is subject to the regulatory jurisdiction of the NASD regarding the execution of securities transactions. In compliance with NASD guidelines, all advisory transactions effected by the applicant will be executed with the knowledge of CAMAS. Under an agreement with the applicant, CAMAS will be allocated a portion of the advisory fee in return for its undertaking certain obligations required under NASD Rules.

Tamara R. Steele is also engaged in a profession other than providing financial planning investment advice. She sells insurance products for sales commissions. That profession takes up a small portion of her work week, approximately 10%. Tamara is a Registered Representative of CAMAS and is licensed to sell insurance products through various carriers.

Participation or Interest in Client Transactions

As an agent, I effect securities transactions for compensation for my clients. As explained earlier in this document, I buy and sell mutual funds for my clients on a fee basis. This is a quarterly fee based on the amount of assets I manage for my clients. I try to choose funds that are obviously in the best interest of my clients, after considering their risk profile, time line, and goals. I will not get compensated from the mutual funds directly.

There should be no conflicts of interest in any of the trading SF does for a client. SF has stated in its Advisory Client Agreement, that SF provides services for many clients, and therefore is representing more than one client at a time; however, this is not a conflict of any kind.

SF, as RIA, has a fiduciary duty to place the interests of our clients ahead of our own interests, and to avoid potential conflicts of interest. As a firm and as individuals, we must avoid activities, interests, and relationships that might interfere, or appear to interfere, with our decisions for our clients. A conflict of interest can arise even if we don’t intend it.

The Code of Ethics is designed to help avoid conflicts of interest in personal trading and related activities. The fundamental guiding principles embodied within our Code of Ethics are:

1. protecting the interests of clients and placing them above our own interest;
2. conducting our personal investing activities in a way that avoids any actual or potential conflict of interest or abuse of trust; and
3. ensuring that we do not take inappropriate advantage of our position.

Compliance with the Code is a condition of investment advisory affiliation with SF. SF will also provide a copy of our Code of Ethics to any client or prospective client upon request.

Review of Accounts

Reviews: I review each account on a quarterly basis and make changes when needed. Life happens and daily events in a client's life usually trigger a consultation! If the year of my client's life has no triggering events, I call, email, or send a letter to them at least once a year and have a face to face meeting once a year if they so desire. If for some reason I haven't connected with them throughout the year, I always send an invitation for a meeting or annual review with my annual Christmas letter.

Reviewers: At this time, I conduct all of the reviews. I have an office staff that organizes the information for the review. As we grow, we will have to create a system to handle the growth, but at this point, reviews go quite smoothly.

Reports

Client reports are sent monthly to my clients by the custodial firm and quarterly by batch jobs via email notification from Morningstar Advisor, my portfolio software package. All of my clients also have access to daily trade confirms, cost basis, and transactions through my custodian's web based platform. I offer an annual review for each client, but will meet with them whenever there is a need. I often meet three or four times a year with a client that is retiring. I also find myself consulting with many of my client's tax advisors between January and April of each year. We try to work together to provide the best service for each and every client.

Investment or Brokerage Discretion

All of my fee-based accounts will be non-discretionary accounts, as indicated by the "Non-discretionary Account Agreement" that each client signs prior to retaining my services.

All clients can view any SF updates of the firm's ADV on the public website as follows:
www.adviserinfo.sec.gov.

Steele Financial, Inc.
Tammie Steele, Owner

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