

Firm Brochure
(Part 2A of Form ADV)

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This brochure provides information about the qualifications and business practices of ARTIFEX FINANCIAL GROUP. If you have any questions about the contents of this brochure, please contact us at: 937.660.8316, or by email at: admin@artifexfinancial.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 ARTIFEX FINANCIAL GROUP is available on the SEC's website at www.adviserinfo.sec.gov

May 1, 2012

Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

The following material changes have occurred since March 15, 2012, the date when ARTIFEX FINANCIAL GROUP last updated its Form ADV Part 2A disclosure statement:

Recent amendments to the regulations governing investment advisers has raised the threshold for registration with the Securities and Exchange Commission (SEC) from \$25 million in assets under management to \$100 million in assets under management.

As a result of these changes, ARTIFEX FINANCIAL GROUP is required to withdraw from registration with the SEC and register as an investment adviser with the State of Ohio. As a state-registered investment adviser, ARTIFEX FINANCIAL GROUP is required to make additional disclosures. These additional disclosures can be found starting on page 13 of this Form ADV Part 2A disclosure statement.

Full Brochure Available

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: 937.660.8316 or by email at: admin@artifexfinancial.com.

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Advisory Business

Firm Description

ARTIFEX FINANCIAL GROUP, ("AFG") was founded in 2006.

ARTIFEX FINANCIAL GROUP provides personalized confidential financial planning and investment management to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and small businesses. Advice is provided through consultation with the client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and estate planning.

ARTIFEX FINANCIAL GROUP is strictly a fee-only financial planning and investment management firm. The firm does not sell annuities, insurance, stocks, bonds, mutual funds, limited partnerships, or other commissioned products. The firm is not affiliated with entities that sell financial products or securities. No commissions in any form are accepted. No finder's fees are accepted.

Investment advice is an integral part of financial planning. In addition, ARTIFEX FINANCIAL GROUP advises clients regarding cash flow, college planning, retirement planning, tax planning and estate planning.

Investment advice is provided, and the overall investment strategy is developed in cooperation with each client. ARTIFEX FINANCIAL GROUP does not act as a custodian of client assets. The client always maintains asset control. ARTIFEX FINANCIAL GROUP places trades for clients under a limited power of attorney.

A written evaluation of each client's initial situation is provided to the client, often in the form of a net worth statement. Periodic reviews are also communicated to provide reminders of the specific courses of action that need to be taken. More frequent reviews occur but are not necessarily communicated to the client unless immediate changes are recommended.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) are engaged directly by the client on an as-needed basis. Conflicts of interest will be disclosed to the client in the unlikely event they should occur.

The initial meeting, which may be by telephone, is free of charge and is considered an exploratory interview to determine the extent to which financial planning and investment management may be beneficial to the client.

Principal Owners

Doug Kinsey is a 50% stockholder. Darren Harp is a 50% stockholder.

Types of Advisory Services

ARTIFEX FINANCIAL GROUP provides investment supervisory services, also known as asset management services; manages investment advisory

accounts not involving investment supervisory services; furnishes investment advice through consultations; issues periodicals about securities by subscription; issues special reports about securities; and issues, charts, graphs, formulas, or other devices which clients may use to evaluate securities.

On more than an occasional basis, ARTIFEX FINANCIAL GROUP furnishes advice to clients on matters not involving securities, such as financial planning matters, taxation issues, and trust services that often include estate planning.

As of December 31, 2011, ARTIFEX FINANCIAL GROUP manages approximately \$60,000,000 in assets for approximately 85 clients. All assets are managed on a discretionary basis.

Tailored Relationships

The goals and objectives for each client are documented in our client relationship management system. For individual financial planning clients, we utilize a comprehensive financial planning process and document the stated goals and objectives for each client. Where a client may solely utilize our asset management services, an Investment Policy Statement is created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without client consent.

Types of Agreements

The following agreements define the typical client relationships.

Financial Planning Agreement / Project Retainer

A financial plan is designed to help the client with all aspects of financial planning without ongoing investment management after the financial plan is completed.

The financial plan may include, but is not limited to: a net worth statement; a cash flow statement; a review of investment accounts, including reviewing asset allocation and providing repositioning recommendations; strategic tax planning; a review of retirement accounts and plans including recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; and education planning with funding recommendations.

Detailed investment advice and specific recommendations are provided as part of a financial plan. Implementation of the recommendations is at the discretion of the client.

The fee for a financial plan is predicated upon the facts known at the start of the engagement. The fee range is \$750 to \$2,500 and is not negotiable. Since financial planning is a discovery process, situations occur wherein the client is unaware of certain financial exposures or predicaments.

In the event that the client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for mutual agreement. The client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

After delivery of a financial plan, future face-to-face meetings may be scheduled as necessary for up to one month. Follow-on implementation work is billed separately at the rate of \$200 per hour.

Advisory Service Agreement

Most clients choose to have ARTIFEX FINANCIAL GROUP manage their assets in order to obtain ongoing in-depth advice and life planning. All aspects of the client's financial affairs are reviewed, including those of their children. Realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis.

The scope of work and fee for an Advisory Service Agreement is provided to the client in writing prior to the start of the relationship. An Advisory Service Agreement includes: cash flow management; insurance review; investment management (including performance reporting); education planning; retirement planning; estate planning; and tax preparation, as well as the implementation of recommendations within each area.

The annual Advisory Service Agreement fee is based on a percentage of the investable assets according to the following schedule:

\$3,500 base minimum plus:

1.00% on the first \$500,000;

0.80% on the next \$500,000 (from 500,001 to 1,000,000); and

0.60% on the assets above \$1,000,000.

The minimum annual fee is \$5,000 and is not negotiable. Current client relationships may exist where the fees are higher or lower than the fee schedule above.

Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the client is at the client's discretion. The client or the investment manager may terminate an Agreement by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the quarter completed. The portfolio value at the completion of the prior full billing quarter is used as the basis for the fee computation, adjusted for the number of days during the billing quarter prior to termination.

Tax preparation work is performed as an integral part of the Advisory Service Agreement. Eligible federal and applicable state returns are filed electronically without an additional fee.

Retainer Agreement

In some circumstances, a *Retainer Agreement* is executed in lieu of an *Advisory Service Agreement* when it is more appropriate to work on a fixed-fee basis. The annual fee range for a *Retainer Agreement* is \$2,000 - \$20,000 and is not negotiable.

Investment Management Agreement / Institutional Investment Management Agreement

An *Investment Management Agreement* may be executed when financial planning is not provided as part of the relationship. The annual fee for an *Investment Management Agreement* based on the following schedule and not negotiable.

1.00% on the first \$500,000;

0.80% on the next \$500,000 (from 500,001 to 1,000,000); and

0.60% on the assets above \$1,000,000.

Current client relationships may exist where the fees are higher or lower than the fee schedule above.

Tax Preparation Agreement

Tax preparation work is included in the *Advisory Service Agreement* or *Retainer Agreement* scope of work.

Tax preparation work performed separately from an *Advisory Service Agreement* or a *Retainer Agreement* is billed at a rate of \$200 per hour.

Minimum fee for tax preparation is \$350. Eligible federal and applicable state returns are filed electronically without an additional fee.

Hourly Planning Engagements

ARTIFEX FINANCIAL GROUP provides hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements is \$200

Asset Management

Assets are invested primarily in no-load or low-load mutual funds and exchange-traded funds, usually through discount brokers or fund companies. Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Discount brokerages may charge a transaction fee for the purchase of some funds.

Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. ARTIFEX FINANCIAL GROUP does not receive any compensation, in any form, from fund companies.

Investments may also include: equities (stocks), warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities (variable life insurance, variable annuities,

and mutual funds shares), U. S. government securities, options contracts, futures contracts, and interests in partnerships.

Initial public offerings (IPOs) are occasionally made available through ARTIFEX FINANCIAL GROUP.

Termination of Agreement

A Client may terminate any of the aforementioned agreements at any time by notifying ARTIFEX FINANCIAL GROUP in writing and paying the rate for the time spent on the investment advisory engagement prior to notification of termination. If the client made an advance payment, ARTIFEX FINANCIAL GROUP will refund any unearned portion of the advance payment.

ARTIFEX FINANCIAL GROUP may terminate any of the aforementioned agreements at any time by notifying the client in writing. If the client made an advance payment, ARTIFEX FINANCIAL GROUP will refund any unearned portion of the advance payment.

Fees and Compensation

Description

ARTIFEX FINANCIAL GROUP bases its fees on a percentage of assets under management, hourly charges and fixed fees (not including subscription fees).

Some *Retainer Agreements* may be priced based on the complexity of work, especially when asset management is not the most significant part of the relationship.

Financial plans are priced according to the degree of complexity associated with the client's situation.

Fees are *NOT NEGOTIABLE*.

Fee Billing

Investment management fees are billed quarterly, in advance, meaning that we invoice you before the three-month billing period has begun. Payment in full is expected upon invoice presentation. Fees are usually deducted from a designated client account to facilitate billing. The client must consent in advance to direct debiting of their investment account.

Fees for financial plans are billed 50% in advance, with the balance due upon delivery of the financial plan.

Other Fees

Custodians may charge transaction fees on purchases or sales of certain mutual funds and exchange-traded funds. These transaction charges are usually small and incidental to the purchase or sale of a security. The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

ARTIFEX FINANCIAL GROUP, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

New Advisory Service Agreement fees are calculated on a formula basis and adjusted for complexity of individual situations. *The formula is based on gross income, gross assets and other financial considerations.*

Expense Ratios

Mutual funds generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees are in addition to the fees paid by you to ARTIFEX FINANCIAL GROUP.

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

Past Due Accounts and Termination of Agreement

ARTIFEX FINANCIAL GROUP reserves the right to stop work on any account that is more than 5 days overdue. In addition, ARTIFEX FINANCIAL GROUP reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in ARTIFEX FINANCIAL GROUP's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded within 10 days.

Performance-Based Fees

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

ARTIFEX FINANCIAL GROUP does not use a performance-based fee structure because of the potential conflict of interest. Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

Types of Clients

Description

ARTIFEX FINANCIAL GROUP generally provides investment advice to individuals, banks or thrift institutions, investment companies, pension and profit sharing plans, trusts, estates, or charitable organizations, corporations or business entities. Client relationships vary in scope and length of service.

Account Minimums

ARTIFEX FINANCIAL GROUP generally requires an aggregate or household minimum account size of \$500,000 for ongoing wealth management client relationships. One-time financial planning or investment advisory clients do not have to meet this minimum requirement.

ARTIFEX FINANCIAL GROUP, in its sole discretion, may waive the account minimum and some current clients are exempt from this requirement. Accounts of less than the above minimum may be set up when the client and the advisor anticipate the client will add additional funds to the accounts bringing the total to the above minimum within a reasonable time. Other exceptions will apply to employees of ARTIFEX FINANCIAL GROUP and their relative, or relative or close friends of existing clients.

Methods of Analysis, Investment Strategies and Risk of Loss**Methods of Analysis**

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

Other sources of information that ARTIFEX FINANCIAL GROUP may use include Morningstar Principia mutual fund information, Morningstar Principia stock information, TD Ameritrade Institutionals research report service, Value Line, Advisor Intelligence, and the World Wide Web.

Investment Strategies

The primary investment strategy used on client accounts is strategic asset allocation utilizing an asset dedication approach. This means that we establish specific timeframes for the expected disbursement of client funds for their use and develop suitable investments to meet the expected need.

Additionally, we will use a diversified asset allocation that is not time-specific for clients whose portfolios are in the accumulation phase. The allocation is developed based on client need, and we endeavor to not expose client portfolios to more risk than is necessary to accomplish client goals in the intermediate to long-term.

ARTIFEX FINANCIAL GROUP is instrument-agnostic, and will use a variety of investments for our portfolios, including individual bonds, individual stocks, exchange-traded funds, index funds, institutional and no-load mutual funds, closed-end funds, certificates of deposit and alternative investments such as managed futures.

Portfolios are globally diversified to control the risk associated with traditional markets.

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Each client executes an Investment Policy Statement or a comprehensive financial plan that documents their objectives and their desired investment strategy.

Other strategies may include long-term purchases, short-term purchases, trading, short sales, margin transactions, and option writing (including covered options, uncovered options or spreading strategies).

Risk of Loss

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Disciplinary Information

Legal and Disciplinary

The firm and its employees have not been involved in legal or disciplinary events related to past or present investment clients.

Other Financial Industry Activities and Affiliations

Financial Industry Activities

ARTIFEX FINANCIAL GROUP is not registered as a securities broker-dealer, or a futures commission merchant, commodity pool operator or commodity trading advisor.

Affiliations

ARTIFEX FINANCIAL GROUP does not have arrangements that are material to its advisory or its clients with a related person who is a broker-dealer, investment company, other investment advisor, financial planning firm, commodity pool operator, commodity trading adviser or futures commission merchant, banking or thrift institution, accounting firm, law firm, insurance company or agency, pension consultant, real estate broker or dealer, or an entity that creates or packages limited partnerships.

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

Code of Ethics

The employees of ARTIFEX FINANCIAL GROUP have committed to a Code of Ethics that is available for review by clients and prospective clients upon request. The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

Participation or Interest in Client Transactions

ARTIFEX FINANCIAL GROUP and its employees may buy or sell securities that are also held by clients. Employees may not trade their own securities ahead of client trades. Employees comply with the provisions of the ARTIFEX FINANCIAL GROUP *Compliance Manual*.

Personal Trading

The Chief Compliance Officer of ARTIFEX FINANCIAL GROUP is Doug Kinsey. He reviews all employee trades each quarter. His trades are reviewed by Darren Harp, a partner in the firm. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that clients of the firm receive preferential treatment. Since most employee trades are small mutual fund trades common stock or exchange-traded fund trades, the trades do not affect the securities markets.

Brokerage Practices**Selecting Brokerage Firms**

ARTIFEX FINANCIAL GROUP does not have any affiliation with product sales firms. Specific custodian recommendations are made to Clients based on their need for such services. ARTIFEX FINANCIAL GROUP recommends custodians based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates.

ARTIFEX FINANCIAL GROUP recommends discount brokerage firms and trust companies (qualified custodians), such as TD Ameritrade Institutional and Folio Institutional. ARTIFEX FINANCIAL GROUP is an advisor with TD Ameritrade Institutional and Folio Institutional.

ARTIFEX FINANCIAL GROUP does not receive fees or commissions from any of these arrangements.

Best Execution

ARTIFEX FINANCIAL GROUP reviews the execution of trades at each custodian each quarter. The review is documented in the ARTIFEX FINANCIAL GROUP *Compliance Manual*. Trading fees charged by the custodians is also reviewed on a quarterly basis. ARTIFEX FINANCIAL GROUP does not receive any portion of the trading fees.

Soft Dollars

ARTIFEX FINANCIAL GROUP receives investment research and business operational tools from TD Ameritrade Institutional.

The selection of TD Ameritrade Institutional as a custodian for clients is not affected by the provision of these tools.

Order Aggregation

Most trades are mutual funds or exchange-traded funds where trade aggregation does not garner any client benefit. In cases where common stocks are purchased for individual accounts, ARTIFEX FINANCIAL GROUP will endeavor to execute a block order and allocate among individual accounts in order to facilitate fair treatment among client accounts.

Review of Accounts

Periodic Reviews

Account reviews are performed quarterly by advisors Doug Kinsey, Partner, Darren Harp, Partner and John Girvin, Advisor. Account reviews are performed more frequently when market conditions dictate.

Review Triggers

Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's own situation.

Regular Reports

Account reviewers are members of the firm's Investment Committee. They are instructed to consider the client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the client.

Clients receive periodic communications on at least an annual basis.

Advisory Service Agreement clients, *Investment Management* clients, and *Retainer Agreement* clients receive written periodic updates at scheduled client meetings. The written updates may include a net worth statement, portfolio statement, tax return (if the client requests tax preparation services), and a summary of objectives and progress towards meeting those objectives.

Client Referrals and Other Compensation

Incoming Referrals

ARTIFEX FINANCIAL GROUP has been fortunate to receive many client referrals over the years. The referrals came from current clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. The firm does not compensate referring parties for these referrals.

Referrals Out

ARTIFEX FINANCIAL GROUP does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

Other Compensation

Aside from the fees for services rendered to clients as mentioned above, ARTIFEX FINANCIAL GROUP does not receive compensation from any other source.

Custody

Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to clients at their address of record at least quarterly.

Performance Reports

Clients are urged to compare the account statements received directly from their custodians to the performance report statements provided by ARTIFEX FINANCIAL GROUP.

Net Worth Statements

Clients are frequently provided net worth statements and net worth graphs that are generated from our financial planning system. Net worth statements contain approximations of bank account balances provided by the client, as well as the value of land and hard-to-price real estate. The net worth statements are used for long-term financial planning where the exact values of assets are not material to the financial planning tasks.

Investment Discretion

Discretionary Authority for Trading

ARTIFEX FINANCIAL GROUP accepts discretionary authority to manage securities accounts on behalf of clients. ARTIFEX FINANCIAL GROUP has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. However, ARTIFEX FINANCIAL GROUP consults with the client prior to each trade to obtain concurrence if a blanket trading authorization has not been given.

The client approves the custodian to be used and the commission rates paid to the custodian. ARTIFEX FINANCIAL GROUP does not receive any portion of the transaction fees or commissions paid by the client to the custodian on certain trades.

Discretionary trading authority facilitates placing trades in your accounts on your behalf so that we may promptly implement the investment policy that you have approved in writing.

Limited Power of Attorney

A limited power of attorney is a trading authorization for this purpose. You sign a limited power of attorney so that we may execute the trades that you have approved.

Voting Client Securities

Proxy Votes

ARTIFEX FINANCIAL GROUP does not vote proxies on securities. Clients are expected to vote their own proxies.

When assistance on voting proxies is requested, ARTIFEX FINANCIAL GROUP will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

Financial Information

Financial Condition

ARTIFEX FINANCIAL GROUP does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because ARTIFEX FINANCIAL GROUP does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$500 per client, and six months or more in advance.

Requirements for State-Registered Advisers

Principal Executive Officers and Management Purposes

Please see each individual's brochure supplement that is attached to this firm brochure.

Other Business Activities

ARTIFEX FINANCIAL GROUP has no disclosures to make under this section.

Performance-Based Fees

ARTIFEX FINANCIAL GROUP does not charge performance-based fees.

Disciplinary Disclosures

ARTIFEX FINANCIAL GROUP has no disclosures to make under this section.

Issuer of Securities

ARTIFEX FINANCIAL GROUP has no disclosures to make under this section.

Information Security Program

Information Security

ARTIFEX FINANCIAL GROUP maintains an information security program to reduce the risk that your personal and confidential information may be breached.

Privacy Notice

ARTIFEX FINANCIAL GROUP is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.

The categories of nonpublic information that we collect from you may include information about your personal finances, information about your health to the extent that it is needed for the financial planning process, information about transactions between you and third parties, and information from consumer reporting agencies, e.g., credit reports. We use this information to help you meet your personal financial goals.

With your permission, we disclose limited information to attorneys, accountants, and mortgage lenders with whom you have established a relationship. You may opt out from our sharing information with these nonaffiliated third parties by notifying us at any time by telephone, mail, fax, email, or in person. With your permission, we share a limited amount of information about you with your brokerage firm in order to execute securities transactions on your behalf.

We maintain a secure office to ensure that your information is not placed at unreasonable risk. We employ a firewall barrier, secure data encryption techniques and authentication procedures in our computer environment.

We do not provide your personal information to mailing list vendors or solicitors. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your personal records as permitted by law.

Personally identifiable information about you will be maintained while you are a client, and for the required period thereafter that records are required to be maintained by federal and state securities laws. After that time, information may be destroyed.

We will notify you in advance if our privacy policy is expected to change. We are required by law to deliver this *Privacy Notice* to you annually, in writing.

Brochure Supplement (Part 2B of Form ADV)

Education and Business Standards

ARTIFEX FINANCIAL GROUP requires that advisors in its employ have a bachelor's degree and further coursework demonstrating knowledge of financial planning and tax planning. Examples of acceptable coursework include: MBA, CFP®, CFA, AIF, AIFA,, ChFC, JD, CTFA, EA or CPA. Additionally, advisors must have work experience that demonstrates their aptitude for financial planning and investment management.

Professional Certifications

Employees have earned certifications and credentials that are required to be explained in further detail.

Certified Financial Planner (CFP):

Certified Financial Planners are licensed by the CFP Board to use the CFP mark. CFP certification requirements:

- Bachelor's degree from an accredited college or university.
- Completion of the financial planning education requirements set by the CFP Board (www.cfp.net).
- Successful completion of the 10-hour CFP® Certification Exam.
- Three-year qualifying full-time work experience.
- Successfully pass the Candidate Fitness Standards and background check.

Accredited Investment Fiduciary® (AIF®) Designation:

The AIF designation certifies that the recipient has specialized knowledge of fiduciary standards of care and their application to the investment management process. To receive the AIF designation, individuals must complete a training program, successfully pass a comprehensive final examination under the supervision of a proctor, and agree to abide by the AIF Code of Ethics. In order to maintain the AIF designation, the individual must annually renew their affirmation of the AIF Code of Ethics and complete six hours of specifically approved continuing education credits. The certification is administered by the Center for Fiduciary Studies, LLC (a Fiduciary360 (fi360) company) in association with the Center for Executive Education, Joseph M. Katz Graduate School of Business, University of Pittsburgh.

Accredited Investment Fiduciary Analyst™ (AIFA®) Designation:

To become an AIFA, one must have graduated from fi360's Accredited Investment Fiduciary Training.

AIFA designees must:

Accrue ten hours of continuing professional education with at least six coming from fi360-produced sources (outlined in the section below)

Attest to a code of ethics Maintain current contact information in fi360's designee database Remit \$325 in annual dues

Continuing Education Requirements:

AIFA designees must obtain ten combined hours of continuing professional education each renewal year from the sources listed below (at least six hours must be accumulated from the listed fi360-produced sources):

The fi360 annual conference (live event) Archived recordings from past fi360 conferences (from the on-demand fi360 CE directory) fi360 Resources webinars (live) Archived recordings of Resources webinars (from the on-demand fi360 CE directory) Relevant events produced by sources outside of fi360 (max of two hours per year allowed) Web-based AIF Training (course audit) Participation in a Center for Fiduciary Excellence (CEFEX) Certification team or as a liaison officer at a firm being Certified (max of 3 hours/year)

The Certified Divorce Financial Analyst™ (CDFATM)

The Certified Divorce Financial Analyst™ (CDFATM) is a self-study course that provides comprehensive training using a variety of knowledge and skill-building techniques. The course is comprised of four modules. Candidates study one module at a time, complete it, and then take an exam based on the material for that module at one of the 300 test sites across the country. After passing each exam, the candidate may begin working on the next module until all four have been completed.

The four self-study modules are:

Module One: The Fundamentals of Divorce Module Two: The Financial Issues of Divorce Module Three: The Tax Issues of Divorce Module Four: Working as a CDFATM – Case Studies

The exam for the fourth module, a comprehensive Case Study, is an "open book" exam that is taken in the participant's place of work using the Divorce Settlement Analyst™ software as well as instructions on how to use it to illustrate the short-term and long-term financial impact of proposed divorce settlements. After completing the case study exam, the candidate sends it to the Institute for Divorce Financial Analysts™ (IDFATM) for personalized grading and comments. Upon successful completion of the comprehensive case study exam, the candidate receives a certificate and designation as a Certified Divorce Financial Analyst™ (CDFATM).

This course has been accepted by the CFP Board, The American College, the National Association of State Boards of Accountancy (NASBA), and the Investment Management Consultant Association (IMCA) as CE Providers for

32 CE credits, 32 PACE credits, and 25 CPE credits. In order to retain the CDFATM designation, you are required to complete 20 Continuing Education (CE) credits every two years. A minimum of 10 must be divorce-related. The rest can be on financial planning or tax topics obtained through attending CE seminars offered by accredited financial associations and state/provincial insurance Continuing Education Units (CEUs).

Douglas P. Kinsey, CFP®, AIF®, AIFA™, CDFA

Year of Birth: 1960

Educational Background:

- The Ohio State University, B.A. 1983
- Certified Financial Planner Professional Education Program, Certificate of Completion 1998, College for Financial Planning
- Certified Financial Planner™ 1999, Certified Financial Planner Board of Standards
- Accredited Investment Fiduciary™, Center for Fiduciary Studies 2005
- Certified Fee Insurance Specialist, 2005, Fee Advisors Network
- Accredited Investment Fiduciary Analyst®, 2006, Center for Fiduciary Studies
- Certified Divorce Financial Analyst, 2009, Institute of Divorce Financial Analysts

Business Experience:

- Artifex Financial Group, Inc. Partner and Investment Advisor Representative (2007 to present)
- Fifth Third Bank Wealth Management Advisors Group, Managing Vice President (2003-2007)
- Morgan Stanley, Private Client Advisor (2000-2003)
- Brower Insurance, PLL, Producer (1994-2003)

Disciplinary Information: None

Other Business Activities: None

Additional Compensation: None

Supervision:

Doug Kinsey is supervised by Darren Harp, Partner. He reviews Doug Kinsey's work through frequent office interactions as well as remote interactions. He also reviews Doug Kinsey's activities through our client relationship management system.

Darren Harp's contact information: 937.660.8314
darren.harp@artifexfinancial.com

Requirements for State-Registered Advisers:

Arbitration Claims: None

Self-Regulatory Organization or Administrative Proceeding: None

Bankruptcy Petition: None

Darren M. Harp, AIF®

Year of Birth: 1975

Educational Background:

- Miami University, Oxford, OH B.A. 1997
- Accredited Investment Fiduciary™, 2005, Center for Fiduciary Studies

Business Experience:

- Artifex Financial Group, Inc., Partner (2007 to Present)
- Fifth Third Bank Wealth Management Group, Assistant Vice President (2003-2007)
- Fidelity Investments, Financial Representative (1998-2003)

Disciplinary Information: None

Other Business Activities: None

Additional Compensation: None

Supervision:

Darren Harp is supervised by Doug Kinsey, Partner. He reviews Darren Harp's work through frequent office interactions as well as remote interactions. He also reviews Darren Harp's activities through our client relationship management system.

Doug Kinsey's contact information:

937.660.8311

doug.kinsey@artifexfinancial.com

Requirements for State-Registered Advisers:

Arbitration Claims: None

Self-Regulatory Organization or Administrative Proceeding: None

Bankruptcy Petition: None

John C. Girvin, CFP®

Year of Birth: 1959

Educational Background:

- The Ohio State University, B.A. 1981
- King's College, London, England, 1984 War Studies
- Ohio State University, M.A. 1987
- Certified Financial Planner Professional Education Program, Certificate of Completion 1997, College for Financial Planning
- Certified Financial Planner™ 1997, Certified Financial Planner Board of Standards

Business Experience:

- Artifex Financial Group, Inc., Financial Planner and Investment Advisory Representative (2010 to Present)
- Girvin Financial Educational Services, President (1995-2011)

Disciplinary Information: None

Other Business Activities: English Instructor, University of Phoenix (2004-2011)

Additional Compensation: None

Supervision:

John Girvin is supervised by Doug Kinsey, Partner. He reviews John Girvin's work through frequent office interactions as well as remote interactions. He also reviews John's activities through our client relationship management system.

Doug Kinsey's contact information:

937.660.8311

doug.kinsey@artifexfinancial.com

Requirements for State-Registered Advisers:

Arbitration Claims: None

Self-Regulatory Organization or Administrative Proceeding: None

Bankruptcy Petition: None

Jerel R. Noggle, CFP®

Year of Birth: 1950

Educational Background:

- Wright State University, B.S. Business, 1974

Business Experience:

- Artifex Financial Group, Inc. Senior Financial Advisor and Investment Advisory Representative (2011)
- Ameriprise Financial, Financial Advisor (2009-2011)
- MainSource Financial Group, Financial Advisor (2006-2009)
- J.P. Morgan Chase (Formerly Bank One), Vice President (1974-2006)

Disciplinary Information: None

Other Business Activities: None

Additional Compensation: None

Supervision:

Jerel Noggle is supervised by Doug Kinsey, Partner. He reviews Jerel's work through frequent office interactions as well as remote interactions. He also reviews Jerel's activities through our client relationship management system.

Doug Kinsey's contact information:

937.660.8311

doug.kinsey@artifexfinancial.com

Requirements for State-Registered Advisers:

Arbitration Claims: None

Self-Regulatory Organization or Administrative Proceeding: None

Bankruptcy Petition: None