

Fairfax Global Markets LLC
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This brochure provides information about the qualifications and business practices of Fairfax Global Markets LLC ("FGM"). If you have any questions about the contents of this brochure, please contact us at 540-905-5858 and/or mhardin@hardincompliance.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about FGM also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Material Changes

This Brochure contains material changes to the following sections since the Initial Application for Registration that was filed with the SEC on June 20, 2012:

Item 4: Advisory Business

Item 5: Fees and Compensation

In the future, this Item will contain only specific material changes that are made to the Brochure and provide clients with a summary of such changes. We will also reference the date of our last annual update of our brochure.

Pursuant to SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

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Item 4 **Advisory Business**

- A. Fairfax Global Markets LLC (“FGM”) is a limited liability company originally formed on May 16, 2012 in Delaware. FGM is co-owned by James Auffenberg, Jr. and Paul Dietrich. Under the terms of FGM’s operating agreement, it is contemplated that certain employee’s and advisory associates of FGM will be granted restricted member interest in FGM, subject to certain conditions, including a vesting requirement of ten years.

Paul Dietrich is FGM’s Manager and Chief Executive Officer and Matthew Hardin is the firm’s Chief Compliance Officer.

- B. Prior to engaging FGM to provide planning or consulting services, clients are required to enter into an Investment Advisory Agreement with FGM. The Agreement sets forth the terms and conditions of the engagement, including the manner of termination of the Agreement. The Agreement also describes the scope of the services to be provided and the portion of the fee that is due from the client before FGM commences its services. If requested by the client, FGM may recommend the services of other professionals.

The client is under no obligation to engage the services of any professional recommended by FGM. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from FGM. If the client engages a recommended professional, and a dispute arises in connection with such engagement, the Agreement provides that the client acknowledges and agrees that the client’s sole recourse shall be against the engaged professional.

- C. FGM is an investment adviser to investment companies (“Funds”) registered under the Investment Company Act of 1940. As adviser to the Funds, FGM will observe the investment parameters described in the Prospectus and the requirements of the Investment Company Act of 1940. Because FGM may include the Funds as part of their recommendations to the firm’s clients, this may create a conflict of interest due to the fact that FGM and its employees will receive an economic benefit for any investment in the Fund. Please see Item 5 below for additional information.

Non-Investment Consulting/Implementation Services. If requested by the client, FGM may provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. However, neither FGM, nor any of its representatives, acts for any client in the capacity of the client’s attorney or accountant. No service provided by FGM or any of its representatives constitutes legal or accounting services. To the extent requested by a client, FGM may recommend the services of other professionals for certain non-investment implementation purposes (e.g. attorneys, accountants and insurance agents), including representatives of FGM in their separate registered/licensed capacities, as discussed below. The client is under no obligation to engage the services of any

recommended professional. The client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendations regarding the use of a third party received from FGM.

Non-Discretionary Service Limitations. Clients that determine to engage FGM on a non-discretionary investment advisory basis must be willing to accept that FGM 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, FGM will be unable to effect any account transactions (as it would for its discretionary clients) without first obtaining the client's verbal consent.

- D. FGM manages client portfolio holdings in a manner that is consistent with each client's investment objectives. Prior to providing investment advisory services, FGM will ascertain each client's investment objective(s). Thereafter, FGM shall allocate and/or recommend investments that are consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on FGM's services.
- E. This is the initial filing for FMG. As of 9/30/2012 FGM had no client assets under management.

Item 5 **Fees and Compensation**

- A. The client may engage FGM to provide discretionary and/or non-discretionary investment advisory services on a fee basis.

INVESTMENT ADVISORY SERVICES

FGM's annual investment advisory fee varies and may total up to 2.50% of the total assets placed under FGM's management/advisement. The amount of fee charged by FGM is based upon various objective and subjective factors. These factors include the amount of assets placed under FGM's direct management, the amount of assets placed under FGM's advisement, the complexity of the engagement, and the level and scope of the overall investment services to be rendered. Assets placed under FGM's advisement are assets that are generally managed directly by the client or by other investment professionals engaged by the client. FGM provides review and monitoring services with respect to these assets, but does not have trading authority.

FGM's annual investment advisory fee includes investment advisory services, and, to the extent specifically requested by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consulting services and FGM determines in its sole discretion to provide such services, FGM may impose a separate charge for such additional services. The amount of any such charge will be set forth in a written notice to the client.

FGMs prices its services based upon various objective and subjective factors. As a result, FGM's clients may pay a variety of fees.

- B. Clients may elect to have FGM's advisory fees deducted from their custodial account. Both FGM's investment advisory agreement and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of FGM's advisory fee and to directly remit that management fee to FGM. FGM may also bill the client directly. In the case of direct billing, payment is due upon receipt of FGM's invoice. FGM will deduct fees and/or bill clients monthly or quarterly in advance, based upon the market value of the clients' 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, FGM shall generally recommend that Trust Company of America ("TCA") serve as the broker-dealer custodian for client investments management assets. Broker-dealers such as TCA charge brokerage commissions and/or transaction fees for effecting certain securities transactions and other fees for certain services. For example, clients will be charged transaction fees for certain no-load mutual funds, as well as commissions for individual equity and fixed income securities transactions. Clients will incur, in addition to FGM's investment management fees, brokerage commissions and/of transaction fees and, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. fund management fees and other fund expenses). Clients are responsible for all fees charged by the custodian.
- D. FGM's investment advisory fees are paid in advance, based upon the market value of the assets on the last business day of the previous quarter. FGM in its sole discretion may charge a reduced investment management fee and/or require an annual minimum fee or asset level in some circumstances. For example, FGM may charge reduced fees or require a reduced asset level in cases of anticipated changes in earning capacity, the addition of substantial assets to a client's account, substantial increases in the dollar amount of assets of the client to be managed by FGM, the opening by the client of additional accounts, certain changes in a client's account composition and individual negotiations with the client.

The investment advisory agreement between FGM and the client is in effect until terminated by either party by written notice in accordance with the terms of the investment advisory agreement. Upon termination, FGM will refund a pro-rated portion of the advanced investment advisory fee paid based upon the number of days remaining in the billing period.

- E. With respect to the Foxhall Global Trends Fund, FGM will charge the fees described in the agreement between the Fund and FGM as described in the Prospectus. The Fund's custodian shall remit fees after receipt of relevant information from the Fund's administrator.

In the event that the Foxhall Global Trends Fund is selected by FGM as a recommended holding for client accounts, FGM will waive a portion of the advisory fee in an amount equal to or greater than the percentage that the Fund represents in such portfolios. For example, if FGM allocates 35% of a client's portfolio to the Foxhall Global Trends Fund, FGM will waive at least 35% of the advisory fee charged to that client for the time that the Fund is included as a portfolio holding.

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

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

Item 7 **Types of Clients**

FGM's clients are comprised primarily of investment companies (registered under the Investment Company Act of 1940), individuals, business entities, trusts, estates and charitable organizations. FGM generally requires a minimum account size of \$75,000 for investment advisory services. FGM may waive this minimum at its discretion.

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

A. FGM may utilize the following methods of securities analysis:

- Charting – an analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices;
- Fundamental – an 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 volume, to forecast the direction of prices; and
- Cyclical – an analysis performed on historic relationships between price and market trends, to forecast the direction of prices.

FGM 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; and
- Trading – securities sold within thirty (30) days.

Investment Risk. As a general matter, investing in securities involves a risk of loss of principal that investors should be prepared to bear. 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 FGM) will be profitable or equal any specific performance levels.

B. FGM'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 FGM must have access to current/new market information. FGM has no control over the dissemination rate of market information; therefore, unbeknownst to FGM, certain analyses may be compiled with outdated market information, severely limiting the value of FGM'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 values will materialize into actionable and/or profitable investment opportunities.

FGM's primary investment strategies – Long Term Purchases, Short Term Purchases and Trading 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. Trading, an investment strategy that requires the

purchase and sale of securities within a thirty (30) day investment period, involves a very short time period, but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transactional costs than a long term investment strategy.

- C. Currently, FGM primarily allocates client investment assets among various individual equities (stocks), debt (bonds), fixed-income securities, mutual funds and exchange traded funds (ETF's) on a discretionary and non-discretionary basis in accordance with the client's designated investment objectives.

Inverse/Enhanced Market Strategies. FGM may utilize long and short mutual funds and/or ETFs that are designed to perform in either an: (1) inverse relationship to certain market indices (at a rate of 1 or more times the inverse [opposite] result of the corresponding index) as an investment strategy and/or for the purpose of hedging against downside market risk; and (2) enhanced relationship to certain market indices (at a rate of 1 or more times the actual result of the corresponding index) as an investment strategy and/or for the purpose of increasing gains in an advancing market. There can be no assurance that any such strategy will prove profitable or successful. In light of these enhanced risks/rewards, a client may direct FGM, in writing, not to employ any or all such strategies for his/her/their/its accounts.

Item 9 Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of FGM or the integrity of FGM's management. FGM has no information applicable to this Item.

Item 10 Other Financial Industry Activities and Affiliations

Paul Dietrich – Dominion Funds, Inc. & Foundation Management, Inc.:

Paul Dietrich, FGM's Chief Investment Officer serves on the board and is President of Dominion Funds, Inc., a registered investment company under the Investment Company Act. FGM is the investment adviser to the Foxhall Global Trends Fund, a series of the Dominion Funds, Inc.

Matthew S. Hardin – Hardin Compliance Consulting LLC & Cypress Holdings

Matthew S. Hardin, Chief Compliance Officer of FGM, is a securities attorney and is licensed to practice law in Pennsylvania, Missouri and Illinois. Mr. Hardin owns Hardin Law Group LLC and devotes approximately 5% of his time to this law practice. In addition, Mr. Hardin owns Hardin Compliance Consulting LLC, a firm specializing in providing compliance consulting and services to registered investment advisers, broker-dealers, investment companies and private funds. Mr. Hardin is also registered with and serves as Chief Compliance Officer of Cypress Alts LLC, a registered broker-dealer and FINRA member.

OTHER FINANCIAL INDUSTRY ACTIVITIES OR AFFILIATIONS:

FGM is the investment adviser to the Foxhall Global Trends Fund, a series of Dominion Funds, Inc. As the investment adviser, FGM has the power to direct the investments of the fund subject to the investment objectives and limitations set forth in the Foxhall Global Trends Fund's prospectus.

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

FGM, in accordance with the requirements of Rule 204A-1 of the Investment Advisers Act of 1940 (the "Advisers Act"), has approved and adopted a Code of Ethics (the "Code"). The Code sets forth the general fiduciary principles and standards of business conduct to which all of FGM's employees and certain other persons are subject. The Code further sets forth policies and procedures that are reasonably designed to prevent Access Persons, from engaging in conduct prohibited by the Advisers Act and establishes reporting requirements for these Access Persons. In general, Access Persons are defined by the Code to include every FGM employee and others who, in connection with his or her regular functions or duties or otherwise, makes, participates in or obtains information regarding the purchase or sale of a security (other than certain "exempted" securities) for any client, or has access to nonpublic information about the portfolio holdings of any client, or whose functions relate to the making of any recommendations with respect to purchases and sales, and officers of FGM.

The Code sets forth FGM's policy to act in the best interest of its clients and on the principles of full disclosure, good faith and fair dealing. FGM and its employees must seek to avoid situations which may result in potential or actual conflicts of interest with these duties. In addition, the Code requires employees to (i) comply with applicable federal securities laws at all times, (ii) avoid establishing financial interests or outside affiliations which may create a conflict, or appear to create a conflict, between the employee's personal interests and the interests of FGM or its clients, (iii) conduct themselves at all times in a manner consistent with the highest professional standards, (iv) devote his or her attention and skills to the performance of his or her responsibilities and avoid activities that interfere with that responsibility or that are detrimental to FGM and its reputation.

FGM or representatives of FGM may buy or sell securities that are also recommended to clients. This practice may create a situation where FGM and/or representatives of the firm 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 FGM did not have adequate policies in place to detect such activities. In addition, this requirement can help deter insider trading, "front-running" (i.e. personal trades executed prior to those of FGM's clients) and other potentially abusive practices.

FGM has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of FGM's Access Persons. FGM's securities truncation policy requires that each Access Person of FGM must provide the Chief Compliance Officer or his designee with a written report of 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 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 FGM selects. Provided, however that at any time that FGM has only one Access Person, he or she shall not be required to submit any securities report as described above.

As disclosed in Item 4 above, as part of certain advisory services, FGM may recommend investments in mutual funds in client accounts. When appropriate to the client's risk profile and personal investment objectives, FGM may recommend the Foxhall Global Trends Fund, an investment company managed by FGM. FGM always discloses to clients that it serves as the investment adviser to the Fund and as such receives an investment management fee for such portfolio management services. FGM will additionally comply with the provisions of any Code of Ethics adopted by the Foxhall Global Trends Fund.

FGM will provide a copy of the Code to any client upon request. Please contact FGM at 800-416-2053 for a copy of the Code.

Item 12 Brokerage Practices

- A. Prior to engaging FGM to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with FGM setting forth the terms and conditions under which FGM shall manage the client's assets, and a separate custodial clearing agreement with each designated broker-dealer custodian.

In the event the client requests that FGM recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct FGM to use a specific broker-dealer/custodian), FGM generally recommends that the investment management accounts be maintained at Trust Company of America ("TCA").

Factors that FGM considers in recommending TCA (or any other broker-dealer/custodian) to clients include financial strength, reputation, execution capabilities, pricing, research and service. Although the commissions and/or transaction fees paid by FGM's clients shall comply with FGM'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. FGM may have determined 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 broker-dealer services, including the value of research provided, execution capability, commission rates and responsiveness. Accordingly, although FGM will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, FGM's investment management fee. FGM'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.

- B. To the extent that FGM provides investment management services to clients, the transactions for each client account generally will be effected independently, unless FGM decides to purchase or sell the same securities for several clients at approximately the same time. FGM may (but is not obligated to) aggregate such orders to obtain best execution, to negotiate a more favorable commission rate or to allocate equitably among FGM'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 sales orders placed for each client account on any given day. FGM does not receive any additional compensation or remuneration as a result of such aggregation.

If a client directs FGM to use a specific broker, FGM has not negotiated the terms and conditions (including, among others, commission rates) relating to the services provided by such broker. FGM is not responsible for obtaining from any such broker the best prices or particular commission rates. A client that directs FGM to use a specific broker may not be able to participate in aggregate securities transactions and may trade after such aggregate transactions and receive less favorable pricing and execution. The client may pay higher commissions and mark-ups than it would pay if FGM had discretion to select broker-dealers other than those that the client chooses.

Item 13 Review of Accounts

- A. For those clients to whom FGM provides investment supervisory services, account reviews are conducted on an ongoing basis by FGM's Chief Investment Officer. All investment supervisory clients are advised that it remains their responsibility to advise FGM 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 FGM on an annual basis.
- B. FGM 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 account statements directly from the Qualified Custodian for each client's accounts. FGM may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

If a client is introduced to FGM by a solicitor, FGM will generally 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 FGM's investment advisory fee, and shall not result in any additional charge to the client. 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 FGM's Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between FGM and the solicitor, including the compensation to be received by the solicitor.

Item 15 Custody

FGM has the ability to have its investment advisory fee debited by the custodian directly from client accounts. Clients are provided, at least quarterly, with written transaction confirmation notices and account statements directly from the Qualified Custodian for each client's accounts.

Clients who have their investment advisory fees directly debited from their custodian accounts are urged to compare any written statement provided by FGM with the account statements received from the account custodian to ensure that the proper investment advisory fee has been deducted from their custodial account. The account custodian does not verify the accuracy of the investment advisory fee calculation so it is important that the client review amounts deducted from accounts maintained at the account custodian.

Item 16 Investment Discretion

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

Clients who engage FGM on a discretionary basis may, at any time, impose restrictions, in writing, on FGM's discretionary authority (e.g., 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 FGM's use of margin).

Item 17 Voting Customer Securities

With respect to accounts over which FGM performs proxy voting, it maintains written policies and procedures as to the handling, research, voting and reporting of proxy voting. FGM's policy and practice includes the responsibility to receive and vote client proxies where authorized, disclose any potential conflicts of interest, making information available to clients about the voting of proxies for their portfolio securities and maintaining relevant and required records.

When applicable, the custodian agreements evidence the fact that voting authority has been retained by the client. Under ERISA, FGM is responsible to vote proxies for the client in the absence of specific written acknowledgement by the client that the authority has been retained or granted elsewhere.

The guiding principle by which FGM votes on all matters submitted to security holders is the maximization of the ultimate economic value of its clients' holdings. Furthermore, FGM is mindful that for ERISA and other employee benefit plans, the focus on the realization of economic value is solely for the benefit of plan participants and their beneficiaries. FGM does not permit voting decisions to be influenced in any manner that is contrary to, or dilutive of, the guiding principle set forth above. It is FGM's policy to avoid situations where there is any conflict of interest or perceived conflict of interest affecting its voting decisions. Any conflicts of interest, regardless of whether actual or perceived, will be addressed in accordance with FGM's Proxy Voting Policies and Procedures.

It is the general policy of FGM to vote on all matters submitted to security holders in any proxy; however, FGM reserves the right to abstain on any particular vote or otherwise withhold its vote on any matter if in the judgment of FGM, the costs associated with voting such proxy outweigh the benefits to clients or if the circumstances make such an abstention or withholding otherwise advisable and in the best interests of its clients. FGM has retained a third party (the "Proxy Voter") to vote proxies for the relevant client accounts in accordance with FGM's Proxy Voting Policies and Procedures. The Proxy Voter receives an electronic feed of all holdings in FGM voting accounts, and trustees and/or custodians for those accounts have been instructed to deliver all proxy materials that they receive directly to the Proxy Voter. The Proxy Voter monitors the accounts and their holdings to be sure that all proxies are received and voted for shares owned by FGM clients, as appropriate.

Clients may obtain a copy of FGM's complete Proxy Voting Policies and Procedures by contacting FGM at 800-416-2053. In addition, clients may request, in writing, information on how proxies were voted by contacting FGM at 800-416-2053. If any client requests a copy of FGM's complete Proxy Voting Policies and Procedures or how FGM voted proxies for the account(s), FGM will promptly provide such information to the client.

Item 18 Financial Information

- A. FGM 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.
- B. FGM has not been the subject of a bankruptcy petition.

ANY QUESTIONS: FGM's Chief Compliance Officer, Matthew S. Hardin, is available to address any questions that a client or prospective client may have regarding the disclosures and arrangements described in this Brochure.