

Item 1 – Cover Page

Verus Investment Advisory Group, Inc.
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This brochure provides information about the qualifications and business practices of Verus Investment Advisory Group, Inc. If you have any questions about the contents of this Brochure, please contact us at (920) 882-5299 and/or Tom@Verusiag.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 Verus Investment Advisory Group, Inc. also is available on the SEC's website at www.adviserinfo.sec.gov.

Any references to Verus Investment Advisory Group, Inc. as a registered investment adviser or its related persons as registered advisory representatives does not imply a certain level of skill or training.

Item 2 - Material Changes

This is the initial disclosure brochure. Therefore, there are no material changes to disclose.

At least annually, this Item will discuss only specific material changes that are made to the Brochure and provide you with a summary of such changes. Additionally, reference to the date of the last annual update to this Brochure will be provided.

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Item 4 - Advisory Business

Verus Investment Advisory Group, Inc. (hereinafter referred to as “Verus”) is an investment advisory firm offering a variety of advisory services customized to your individual needs.

Verus was established April 1, 2009. The principal owners and officers of Verus are Thomas J. Suttner, President and Chief Compliance Officer, and James R. Allan, Vice President. Additional business information about Thomas Suttner and James Allan is disclosed on the Supplemental Brochures available upon request.

Verus offers the following advisory services. As previously stated, each of the services is more fully described below.

- Asset Management Services
- Financial Planning and Consulting Services

Verus tailors the advisory services it offers to your individual needs. You may impose restrictions and/or limitations on the investing in certain securities or types of securities. Verus will ask you to complete a Personal Confidential Questionnaire to assist Verus with obtaining information about your background, financial situation and history. Additionally, Verus will meet with you and conduct an interview and data gathering session to continue the due diligence process. The information gathered by Verus will assist Verus to provide you with the requested services and customize the services to your financial situation. Depending on the services you have requested, Verus will gather various financial information and history from you including, but not limited to:

- Employment information
- Retirement and financial goals
- Investment objectives
- Investment horizon
- Financial needs
- Cash flow analysis
- Cost of living needs
- Education needs
- Savings tendencies
- Other applicable financial information required by Verus in order to provide the investment advisory services requested.

Verus will not verify any information received from you or from any other professional (e.g. attorney, accountant) you have engaged on your behalf. Verus will rely on the information provided and assume the information is complete, true and accurate. You are under no obligation to act upon any recommendations offered by Verus or implement the recommendations through Verus.

Verus has discretionary assets under management as of February 14, 2013 of \$155,862,750 and two non-discretionary account under management of \$236,740.

Asset Management Services

Upon Verus completing its analysis of your situation, Verus will determine an asset allocation customized to your financial goals, objectives and risk tolerance. Verus utilizes a combination of applying a model portfolio designed by Verus and then customizing the allocation to your needs. Verus has designed 228 model portfolios. The models are designed around various account sizes and risk tolerances.

Verus will schedule a meeting with you and present the recommended portfolio allocation. Upon your approval, Verus will implement the portfolio allocation. Verus will provide continuous and ongoing management of your account. Unless otherwise expressly requested by you, Verus will manage the account and will make changes to the allocation as deemed appropriate by Verus on a discretionary basis. Therefore, Verus will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you. Verus may actively trade securities and hold such holdings for periods of 30 days or less or maintain positions for longer or shorter term periods.

Adviser primarily uses open-ended mutual funds and uses no-load and load waived or mutual funds purchased at net asset value (NAV). However, managed accounts are not exclusively limited to mutual funds and may include stocks and bonds which are typically transferred or requested by you and exchange traded funds (ETFs).

You are advised transactions in the account, account reallocations and rebalancing may trigger a taxable event, with the exception of IRA accounts, 403(b) accounts and other qualified retirement accounts.

Financial Planning and Consulting Services

Prior to engaging Verus to provide financial planning or consulting services, you will be required to enter into a written agreement. The agreement will set forth the terms and conditions of the engagement, the scope of services to be provided and Verus' fees.

Verus will schedule a meeting with you and present the analysis of your situation and recommendations for steps to be taken to assist you to work toward financial goals.

Plans are based on your financial situation at the time and are based on financial information disclosed by you to Verus. You are advised that certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. However, past performance is in no way an indication of future performance. Verus cannot offer any guarantees or promises that your financial goals and objectives will be met. Further, you must continue to review the plan and update the plan based upon changes in your financial situation, goals, or objectives or changes in the economy. Should your financial situation or investment goals or objectives change, you must notify Verus promptly of the changes. You are advised that the advice offered by Verus may be limited and is not meant to be comprehensive. Therefore, you may need to seek the services of other professionals such as an insurance adviser, attorney and/or accountant.

You are not obligated to implement advice through Verus or Advisory Representatives. Should you implement the plan with Verus' Advisory Representatives commissions or other compensation may be received in addition to the advisory fee paid to Verus.

General Information

You are advised the investment recommendations and advice offered by Verus are not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. You are advised that it is necessary to inform Verus promptly with respect to any changes in your financial situation and investment goals and objectives. Failure to notify Verus of any such changes could result in investment recommendations not meeting your needs.

Item 5 - Fees and Compensation

You are advised comparable services may be available from other investment advisers and financial professionals at fees that may be more or less than the fees charged by Verus.

Asset Management Services

Advisory fees will be charged in advance of each calendar quarter. The quarterly advisory fee will be calculated based on the value of the Account on the last business day of the just completed calendar quarter. Fees for partial calendar quarters (i.e. accounts established or closed during a calendar quarter) will be prorated. In limited circumstances (i.e. Group Annuity accounts), fees will be payable monthly in arrears. The monthly fee will be calculated based on the market value of the assets on the last business day of the current month.

As previously stated, the initial fee for accounts established during a quarter will be prorated. Fees will be charged for each initial deposit based upon days in the account for the initial quarter. The initial fee will be due at the end of the current quarter and will be charged along with the next quarterly fee paid in advance.

Verus will charge you an annual fee ranging from 0.50% to 1.50%. Your fee will be quoted to you and agreed upon prior to implementation of the services. Your agreed upon fee will be indicated in the agreement executed between you and Verus. Verus will determine your fee after considering various factors including value of the assets under management, complexity of your situation, and services to be rendered. Verus aggregates or households all of your managed accounts together to determine your quarterly fee.

Fees are negotiable. The negotiability of the fee is at the discretion of Verus and is based on various factors including: anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention and pro-bono activities. Fees are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds.

You may make additions to the Account or withdrawals from the Account, subject to Verus' right to terminate its management services. You may withdraw account assets at any time upon notice to

Verus Investment Advisory Group, Inc.

Verus of the withdrawal so that Verus can best allocate the balance. Additionally, withdrawals will affect the performance of your account. Additional assets deposited into the Account in excess of \$100,000, based on an aggregate of all deposits occurring during the calendar quarter, a prorated fee will be charged based on the value of the deposit and charged at the next account billing. Additionally, partial withdrawals in excess of \$100,000, based on an aggregate of all withdrawals occurring during the calendar quarter, will result in a prorated portion of the fee being credited to the next fee billing. No fee adjustments will be made for Account appreciation or depreciation.

Verus reserves the right to liquidate any transferred securities, or decline to accept particular securities into your account. You are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

Verus may change the above fee schedule upon 30-days prior written notice to you.

In addition to the advisory fees above, you will pay transaction fees for securities transactions executed in your account in accordance with the custodian's transaction fee schedule. Additionally, you may pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the Account. Such fees are not charged by Verus and are charged by the product, broker/dealer or account custodian. Verus does not share in any portion of such fees. Additionally, you may pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. Such advisory fees are not shared with Verus and are compensation to the fund-manager.

Advisory fees will generally be collected directly from your account, provided you have given Verus written authorization. Authorization for Verus to deduct its fees from your managed account(s) will be given in the advisory agreement executed between you and Verus. You will be provided with an account statement reflecting the deduction of the advisory fee. If the Account does not contain sufficient funds to pay advisory fees, Verus has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. You may reimburse the account for advisory fees paid to Verus, except for ERISA and IRA accounts.

Termination Provisions

The management agreement will continue until terminated by either you or Verus. You may terminate investment advisory services obtained from Verus, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Verus. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the Account such as transaction fees for any securities transactions executed and Account maintenance or custodial fees. Thereafter, you may terminate investment advisory services upon Verus' receipt of your written notice to terminate. Should you terminate investment advisory services during a calendar quarter, you will be issued a pro-rated refund of the advisory fee from the earlier of the date of receipt of written notice to terminate or the assets leaving the account to the end of the calendar quarter.

Financial Planning and Consulting Services

You are advised that fees for planning services are strictly for planning services. Therefore, you may pay fees for additional services obtained such as asset management.

Fees are negotiable. Your fees will be dependent on several factors including time spent with Verus, number of meetings, complexity of your situation, amount of research, services requested and staff resources. Additionally, the hourly fee charged by Verus Advisory Representatives may vary. Therefore, you are advised the fee you are paying may be more or less than the hourly fee charged by another Verus Advisory Representative.

Fee Type	Maximum Fee	Payable
Hourly Fee	\$250 per hour	At the time of engagement of the relationship, Verus will provide you with a fee quote. One-half (1/2) of the fee will be due to Verus upon execution of the agreement with Verus. The balance of the fee will be due upon delivery of the plan or analysis or completion of the requested services.

If you obtain asset management services through Verus, Verus may agree to offset all or a portion of your planning fee against asset management fee. The determination of whether or not an offsetting of fees will be made will be dependent upon the amount of time involved providing the planning services, complexity of your situation, amount of assets under management and the Advisory Representative.

Termination Provisions

You may terminate advisory services obtained from Verus, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Verus. Thereafter, you may terminate advisory services upon delivery and receipt of your written notice to Verus. You will be responsible for any time spent by Verus. Verus will refund any unearned fees. Refunds will be calculated by multiplying the time spent by the agreed upon hourly rate.

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

This section is not applicable to Verus since Verus does not charge performance based fees.

Item 7 -Types of Clients

Verus' services are geared toward individuals both high net worth (i.e. clients with a net worth of \$1,500,000) and other than high net worth, qualified plans and businesses and business owners.

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

Verus uses Morningstar Workstation as its analytical tool to assist with evaluating and comparing your current portfolio holdings to Verus' proposed allocation. Additionally, the program is used on an ongoing basis to evaluate your portfolio periodically.

Verus uses a diversified portfolio approach to develop asset allocations and strategies while taking into consideration your investment timeline and risk tolerance. Assets are diversified by company size, asset class, style, geographic location, quality and manager.

Verus uses the following guidelines when selecting mutual funds to be considered for your portfolio allocation: consistent and above average performance; five year track record; and the fund manager has managed for the fund for at least three years. However, the aforementioned are not steadfast factors. Verus uses its experience and other research to aid in making investment decisions.

Verus as a general guideline will maintain 2% or less of the account value in cash, unless you have special cash needs. Verus takes a long term approach to investing.

Verus does not represent, warrant or imply that the services or methods of analysis used by Verus can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to major market corrections or crashes. Past performance is no indication of future performance. No guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Verus will provide a better return than other investment strategies.

Verus primarily uses mutual funds. The risks with mutual funds include the costs and expenses within the fund that can impact performance, change of managers, and fund straying from its objective. Open ended mutual funds do not typically have a liquidity issue and the price does not fluctuate throughout the trading day.

You are advised investing in securities involves risk of loss, including the potential loss of principal. Therefore, your participation in any of the management programs offered by Verus will require you to prepare to bear the risk of loss and fluctuating performance.

Item 9 -Disciplinary Information

There is no reportable disciplinary information required for Verus or its management persons that is material to your evaluation of Verus, its business or its management persons.

Item 10 -Other Financial Industry Activities and Affiliations

Verus and its management persons are not involved in other financial industry activities or affiliations. Further, neither Verus nor its management persons have a related person who is a type

of broker/dealer, investment company or other pooled investment vehicle, other investment adviser of financial planner, futures commission merchant or commodity pool operator or trading advisor, bank or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor or syndicator of limited partnerships.

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

Verus and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, Verus and/or its associated persons may have an interest or position in certain securities that are also recommended and bought or sold to you. Verus and its associated persons will not put their interests before your interest. Verus and its associated persons may not trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients.

Verus is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Further, associated persons are prohibited from trading on non-public information or sharing such information.

You have the right to decline any investment recommendation. Verus and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

Code Of Ethics

Verus has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. Verus takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as Verus' policies and procedures. Further, Verus strives to handle your non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides you with Verus' Privacy Policy. As such, Verus maintains a code of ethics for its Advisory Representatives, supervised persons and staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, Verus' Code of Ethics establishes Verus' expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.

Item 12 - Brokerage Practices

Verus has entered into a relationship with National Financial Services, LLC and Fidelity Brokerage Services, LLC (together referred to as "Fidelity") to participate in the Fidelity Institutional Wealth Services ("FIWS") platform. Fidelity provides custody, execution, and clearance and settlement services for stocks, bonds, Fidelity mutual funds, non-Fidelity mutual funds, and other securities

held at Fidelity for clients who select Fidelity as custodian of their accounts. Verus is independently owned and operated and not affiliated with Fidelity.

You are under no obligation to utilize the services of Fidelity. You are advised you may maintain accounts at another broker/dealer. However, in order for Verus to effectively provide its management services to you, the broker/dealer you select must provide Verus access to its trading platform and provide duplicate statements and confirmations. Further, you are advised if you select another broker/dealer Verus may not be able to achieve the most favorable execution of your transactions. Trading costs and account maintenance may be higher than what is available through Fidelity.

In initially selecting Fidelity, Verus conducted due diligence. Verus' evaluation and criteria included ability to service you, staying power as a company, industry reputation, ability to report to you and to them, trading platform, products and services available, technology resources, and educational resources.

Periodically, Verus will review alternative broker/dealers and custodians in the marketplace to ensure Fidelity is meeting Verus' duty to provide best execution for your accounts. The review will include a comparison to Fidelity which involves evaluating criteria such as overall expertise, cost competitiveness and financial condition. Best execution does not simply mean the lowest transaction cost. Therefore, no single criteria will validate nor invalidate a custodian, but rather, all criteria taken together will be used in evaluating the currently utilized custodian.

You are advised there is an incentive for Verus to recommend a broker/dealer over another based on the products and services that will be received rather than your best interest.

Fidelity provides Verus with access to its institutional trading and custody services, which are typically not available to Fidelity retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge. There is no other contingent placed upon Verus committing to Fidelity any specific amount of business (assets in custody or trading). Fidelity's services include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For Verus' clients' accounts maintained in its custody, Fidelity generally does not charge separately for custody but is compensated by account holders through commissions or other transaction-related fees for securities trades that are executed through Fidelity or that settle into Fidelity accounts.

Fidelity makes available to Verus other products and services that benefit Verus but may not benefit you. Some of these other products and services assist Verus in managing and administering your accounts. These include software and other technology that provide access to your account data, such as trade confirmation and account statements; facilitate trade execution and allocation of aggregated trade orders for multiple client accounts; provide research, pricing information and other market data; facilitate payment of Verus' fees from your accounts; and assist with back-office functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of Verus' accounts, including accounts not maintained at Fidelity.

Fidelity also makes available to Verus other services intended to help Verus manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. In addition, Fidelity may make available, arrange and/or pay for these types of services rendered to Verus by independent third parties. Fidelity may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third party providing these services to Verus. While as a fiduciary, Verus endeavors to act in your best interests, and Verus' recommendation that you maintain your assets in accounts at Fidelity may be based in part on the benefit to Verus of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by Fidelity which may create a potential conflict of interest.

Item 13 - Review of Accounts

Asset Management Services

You will be invited to participate in at least an annual review. Reviews can be conducted in person at Verus' office or over the phone. During the annual review you will be requested to complete an annual review form. The information obtained will assist Verus to update your information and determine if there is a need to alter your portfolio allocation. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Additionally, Verus may contact you for a review if economic factors, changes to your financial situation, and market conditions warrant a review and potential changes to the management of your portfolio.

Management of your assets under Verus management program are monitored continuously. Your managed accounts will be reviewed internally by Verus at least quarterly. Verus will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections.

You are advised that you must notify Verus promptly of any changes to your financial goals, objectives or financial situation as such changes may require a review of the portfolio allocation and recommendations for changes.

You will be provided statements at least quarterly direct from the account custodian. Additionally, you will receive confirmations of all transactions occurring direct from the account custodian. At least annually when you attend the annual review, Verus will provide you with a consolidated report of your managed account(s). More frequent reports will be provided upon your request. You should compare the report with statements received direct from the account custodian. Should there be any discrepancy the account custodian's report will prevail.

Financial Planning and Consulting Services

You will not receive regular reviews unless specifically requested by you. The time and frequency of the reviews is solely your decision. Verus recommends you have at least an annual review and update to any plan or analysis. Additionally, if there are any changes to your financial situation, goals and/or objectives, it will be necessary for you to have a review of the plan or analysis. Other than the initial plan or analysis, there will be no other reports issued.

Item 14 - Client Referrals and Other Compensation

Verus has entered into a "Custodial Support Services Agreement" under which Verus will receive compensation from Fidelity. The Custodial Support Services Agreement permits Fidelity to pay compensation to Verus that is based on a percentage of the value of non-transaction fee funds, exclusive of Fidelity funds, in non-qualified accounts held by Verus' clients. Consequently, there are several conflicts of interest created since this compensation may influence the Verus' choice of custodian and/or investment recommendations over other custodians and/or investments. The compensation is paid to Verus for various support services perceived by Fidelity to be provided by Verus. Clients are advised there may be other securities that may be as suitable, more suitable or less suitable that may not be utilized since Verus would not receive additional compensation from Fidelity. Further, there may be other custodians who offer services similar to Fidelity that may have fees and expenses that may be more or less. However, such custodians may not agree to an arrangement such as the Custodial Support Services Agreement. Utilizing non-transaction fee funds allows clients of Verus to purchase mutual funds without paying a transaction fee.

Verus does not directly or indirectly compensate any person who is not a supervised person of Verus for referrals. Further, Verus does not receive an economic benefit from a non-client for providing advisory services to you, other than those benefits disclosed above under Brokerage Practices.

Item 15 - Custody

With the exception of deduction of Verus' advisory fees from your accounts, Verus does not take custody of your funds or securities.

Item 16 - Investment Discretion

You may grant Verus authorization to manage your account on a discretionary basis. You will grant such authority to Verus by execution of the advisory agreement. You may terminate discretionary authorization at any time upon receipt of written notice by Verus.

Additionally, you are advised that:

- 1) You may set parameters with respect to when account should be rebalanced and set trading restrictions or limitations;
- 2) Your written consent is required to establish any direct mutual fund account, variable annuity or brokerage account;
- 3) With the exception of deduction of Verus' advisory fees from the account, if you have authorized automatic deductions, Verus will not have the ability to withdraw your funds or securities from the account.

Item 17 - Voting Client Securities

Verus does not vote your securities.

Item 18 - Financial Information

Verus will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service.

Item 19 - Requirements for State Registered Advisers

This section is not applicable to Verus. Verus is not state registered. Verus is registered with the Securities and Exchange Commission.