

VERGEPOINTE WEALTH MANAGEMENT, LLC

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March 27, 2013

This Brochure provides information about the qualifications and business practices of VergePointe Wealth Management, LLC. If you have any questions about the contents of this Brochure, you may contact us at (503) 684-0100 or mattv@vergepointe.com to obtain answers and additional information. VergePointe Wealth Management, LLC is a registered investment adviser with the United States Securities and Exchange Commission (“SEC”). Registration of an investment adviser does not imply any level of skill or training. The information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

Additional information about VergePointe Wealth Management, LLC is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

There have been no material changes since our previous annual update to our Brochure. The date of our previous annual update to our Brochure was March 30, 2012.

Our Brochure is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for VergePointe Wealth Management, LLC is 151425. We may provide ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Matthew Vance, Chief Compliance Officer of VergePointe at (503) 684-0100 or mattv@vergepointe.com. Our Brochure is provided free of charge.

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Item 4 – Advisory Business

- A** VergePointe Wealth Management, LLC (“VergePointe” “we” and “Advisor”) is an independent SEC registered investment advisory firm located in Lake Oswego, Oregon. We provide fee-only investment supervisory and management advisory services as well as investment consulting and financial planning services. The firm has been in business since 2002 and registered with the SEC since 2009. The principal owners are: Matthew Vance, Scott Roberts, Craig Olson, and Brad Parrott.
- B, C** We help Clients coordinate and prioritize their financial lives with all aspects of their life goals. Our investment advisory services include development of Client specific strategic asset allocation plans, security and investment product (or manager) due diligence and recommendation, investment implementation, monitoring and portfolio rebalancing activities, ongoing supervision of investments and regular Client investment and performance reporting.

Advice and services are tailored to the stated objectives of the Client(s). We discuss with the Client in detail critically important information such as the Client’s risk tolerance, time horizon, and projected future liquidity needs, current holdings, tax considerations, personal market views and other factors to formulate an investment policy. This policy guides us in objectively and suitably managing the Client’s account. We meet with Clients as needed to review portfolio performance, discuss current issues, and re-assess goals and plans. Client input and involvement are critical parts of the financial planning process and implementation of investment decisions. We are objective advisors, and we always put our Clients’ interests first.

We also provide or coordinate financial and related services. These services may be provided by us, or by third party providers in coordination with us (for example: legal and tax advice, tax compliance and reporting).

These services may include but are not limited to:

- Comprehensive investment planning, and development of investment policy statement(s) and strategic asset allocation target(s)
- Financial independence/retirement planning
- Capital and liquidity needs analysis, and related financial modeling
- Income tax planning and coordination with Client's CPA
- Estate planning and coordination with Client's lawyer
- Philanthropy planning and implementation
- Education planning

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- Executive benefit planning
- Insurance review/risk management (including insurance analysis for life, disability and other lines of personal insurance in coordination with third party insurance providers)
- Employee stock option planning
- Consideration and evaluation of financing transactions & risk reduction strategies for concentrated equity positions
- Advice incident to major asset purchases and sales

Financial recommendations are developed and implemented on an ongoing basis and are summarized for Clients through periodic reports, analysis and evaluations. Communications with third party advisors, including for example lawyers and accountants engaged by Clients, are an integral part in development of Client's financial affairs.

Clients are encouraged to review their plans regularly and to communicate with us regarding any changes in their unique circumstances, goals and objectives.

Clients may impose restrictions on investing in certain securities or types of securities. We consider such restrictions when preparing the Investment Policy Statement.

See Item 8 for a detailed description of our investment strategy.

We follow strict fiduciary standards, putting our Clients' interests before our own and seeking to avoid conflicts of interest with our Clients. We are compensated only by our Clients.

D We do not participate in or manage wrap fee programs.

E We manage \$66,073,500.00 of Client assets on a discretionary basis and \$35,102,750.00 of Client assets on a non-discretionary basis. This amount was calculated as of December 31, 2012.

Item 5 – Fees and Compensation

- A** Depending on the service or services provided, fees are based on a percentage of Assets Under Management (“AUM”), an hourly rate, a fixed-fee basis, or a combination of these fee structures. Fees are negotiable.

Our standard fee schedule for investment advisory services is as follows:

<u>Portfolio Assets</u>	<u>Annualized Fee</u>
\$0 to \$1,000,000	1.25%
On the next \$1,000,000	1.15%
On the next \$3,000,000	1.00%
On the next \$2,500,000	.75%
On the next \$2,500,000	.60%
On amounts in excess of \$10,000,000	.50%

We also offer investment consultation or financial planning services at an hourly rate or for a fixed fee. Hourly fees may range from \$200 to \$310 per hour. Fixed fee pricing is developed on a project-by-project basis for each Client, depending on the scope of work performed.

- B** Fees are charged monthly or quarterly in advance based upon the market value of the Client’s account at the end of the month or the quarter respectively. Market value means the value of all assets in the account (not adjusted by any margin debit). To determine value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded (or, if there shall be no sales on such date, then at the mean between the closing bid and asked prices on such date). Other readily marketable securities and other instruments shall be priced using a pricing service or through quotations from one or more dealers. All other assets shall be valued at fair value by the Adviser whose determination shall be conclusive. The Advisor may modify the terms of the fee agreement by giving Clients 30 days written notice in advance. Fees are paid directly to us from the account by the custodian upon our submission of an invoice to custodian. Payment of fees may result in the liquidation of Client's securities if there is insufficient cash in the account.

Payment of project fees on a fixed-fee or hourly rate basis shall be made as agreed by the parties. Under no circumstances will the Client be required to prepay fees for more than six months of such services.

- C** Our fees are exclusive of transaction fees, custodial fees, and direct investment manager fees for all Client investments, including for example brokerage commissions, custodial fees, management fees or costs of mutual funds, exchange traded funds, managed accounts, investment partnerships or similar. See Item 12.

While our fees include the time and activities necessary for the firm to coordinate and communicate with third party advisors (such as lawyers, accountants, insurance specialist and similar professionals), our fees are exclusive of the fees and costs of any third party advisors engaged by the Client.

- D** Clients pay investment advisory fees monthly or quarterly, in advance. New accounts are pro-rated from the time we begin charging a fee to the Client. Fees for partial months or quarters at the commencement or termination of an agreement will be billed or refunded on a pro-rated basis contingent on the number of days the account was open during the quarter.

Hourly fees are generally billed monthly based on services provided during the preceding month. Fixed fee projects are paid as agreed, but generally Clients are required to pay at least a portion of a fixed fee project in advance.

Either party may terminate an agreement upon 30 days prior written notice to the other. In the event of termination, any prepaid but unearned fees will be promptly refunded to the Client. Any fees that have been earned by VergePointe but not yet paid by the Client will be due and payable. We may modify the terms of the fee agreement by giving Clients 30 days written notice in advance.

- E** The principals of VergePointe Wealth Management, LLC are also owners of and principals in VergePointe, LLP (a CPA and Consulting firm); VergePointe Transactions, LLC (a business advisory firm); and VergePointe Capital, LLC (which acts as a general partner of several private limited partnerships which are exempt from registration). Collectively these entities are “Affiliated Entities”. Additional information regarding investment opportunities in these limited partnership entities is included in each entity’s; offering memorandum, limited partnership agreement, subscription agreement, and other important information regarding objectives, investments, time-horizon, risks, fees, and additional disclosures. Prior to making any investment in any such fund, we disclose that doing business with any of the Affiliated Entities carries with it a substantial conflict of interest and that Clients should carefully review, along with their legal and tax counsel, all relevant documents and disclosures in order to obtain a comprehensive understanding of the terms and conditions applicable to their possible investment. These investments are not offered through VergePointe Wealth Management and VergePointe Wealth Management does not manage or vouch for any of these private offerings.

As referenced above, accounting, business advisory and other private equity related business may be transacted with our Clients. As such, our principals may receive compensation for recommending those services or placements.

Clients are advised that the fees paid to us for investment advisory, financial planning or consulting services are separate and distinct from the fees earned by any individual for accounting, business advisory, or the sale of limited partnership units through an Affiliated Firm.

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The receipt of additional fees by an Affiliated Firm or individuals associated with us presents a conflict of interest. As fiduciaries, we must act primarily for the benefit of our investment advisory Clients. As such, we will only transact Affiliated Firm business with Clients when there is a full disclosure of the conflict of interest and a separate, Client reviewed and approved, set of documents outlining suitability and Client accreditation. Further, all fees paid to an Affiliated Firm must be disclosed to the Client. Clients are informed that they are under no obligation to use any Affiliated Firm or individual associated with us for these types of services. Clients may use another firm or agent they choose.

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

VergePointe Wealth Management does not accept performance based fees. Affiliated entities may accept performance-based fee from Clients who are invested in vehicles that have disclosed such fees and where Clients have agreed to such fees. Such performance-based fees are calculated in accordance with the specific private placement offerings or other documents in which a Client may be invested. To qualify for any performance-based fee arrangements, Clients must demonstrate that they are “accredited investors” as defined by Rule 501 of the Securities Act of 1933. This is otherwise known as an accredited investor rule. Non-accredited investors are ineligible for investment in any VergePointe Capital Funds or other investment instruments that impose a performance based fee.

Clients should be aware that performance-based fee arrangements can and do create conflicts of interests. For Clients affected by such conflicts of interest, we fully disclose the conflict and also provide them with a Substantial Conflicts of Interest form describing the conflict.

Item 7 – Types of Clients

We provide investment advice to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and business entities. Because each Client is unique, they must be willing to be involved in the planning and ongoing processes. Such involvement does not have to be time consuming, however we want our Clients to remain informed and have a sense of security about their investments.

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

We provide advice to Clients concerning all of the following types of investment strategies and securities:

- Cash and cash equivalent investments (including e.g., bank deposits, CDs, money market funds and similar)
- Fixed income investments (including e.g., corporate, municipal, US government and foreign issuer debt)
- Public equity investments (including exchange listed, over the counter and foreign issuer)
- Hedge fund investments
- Real asset investments (including investments in real estate and other real assets including commodities)
- Private equity and debt investments

In addition to publicly traded securities, investment products and offerings may be structured as limited partnerships, limited liability companies, trusts or other similar formats. These investments are intended to provide diversification across and within asset classes, as appropriate for each individual Client. In certain circumstances, we may also report on or provide report summaries on investments that were not recommended by us, and/or are not part of a Client's recommended portfolio.

Our methods of analysis, sources of information and investment strategies vary substantially by security or product type, asset class, investment risk, and other factors. In addition to traditional methods such as fundamental and technical analysis, our analysis and sourcing may be supported by manager site visits, phone calls, correspondence or other means of direct and indirect communication with skilled investment managers, third party opinions, experiences and references, investment conference materials and continuing education courses. Some managers or products may be sourced by us through unrelated intermediaries. These intermediaries are not compensated by us, but they may be compensated by the product manager for the referral or placement.

Other sources of information we rely upon when researching and analyzing securities include traditional research materials such as financial newspapers and magazines, annual reports, prospectuses, filings with the SEC, as well as research materials prepared by others, and company press releases. We also subscribe to various professional publications deemed to be consistent and supportive of our investment philosophy.

The primary investment strategies used to implement investment advice given to Clients include long-term (securities held at least one year) and short-term (securities sold within a year) purchases, but may also include margin transactions and option writing. Investment securities and strategies

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are implemented in consideration of the Client's risk management and risk reduction objectives. Securities and strategies have varying degrees of risk and will only be recommended when suitable and appropriate for a particular Client's situation.

As fiduciaries to our Clients, we use our best judgment and good faith efforts in rendering services. However, any investing in securities involves risk of loss that Clients should be prepared to bear. Not every investment decision or recommendation made by us will be profitable. We cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time.

Clients assume all market risk involved in the investment of account assets. Investments are subject to various market, currency, economic, political and business risks.

Except as may otherwise be provided by law, we are not liable to Clients for:

- ◆ Any loss that Clients may suffer by reason of any investment recommendation we made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or
- ◆ Any loss arising from our adherence to a Client's instructions;
- ◆ Any act or failure to act by a custodian of Client accounts.

It is the responsibility of the Client to give us complete information and to notify us of any changes in financial circumstances or goals.

Item 9 – Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. No principal or person associated with VergePointe has any information to disclose which is applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

As disclosed in Section 5, above, the principals of VergePointe Wealth Management, LLC are also owners of and principals in VergePointe, LLP (a CPA and Consulting firm); VergePointe Transactions, LLC (a business advisory firm); and VergePointe Capital, LLC (which acts as a general partner of several private limited partnerships). The conflicts of interest associated with these arrangements and how these conflicts are addressed are described in Section 5E, above.

Additionally, certain principals of VergePointe serve on various Boards in and around the Pacific Northwest. Any conflicts of interest involving investment entities and our service on these Boards will be disclosed to Clients if such conflicts arise.

**Item 11 – Code of Ethics, Participation or Interest in Client Transactions
& Personal Trading**

- A** VergePointe has a Code of Ethics which all employees are required to follow. The Code of Ethics outlines our high standard of business conduct, and fiduciary duty to Clients. The Code of Ethics includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things.

A copy of the Code of Ethics is available to any Client or prospective Client upon request by contacting Matthew Vance at (503) 684-0100 or mattv@vergepointe.com.

- B-D** A conflict of interest would occur if a Client decides to invest in one of the limited partnership or limited liability companies to which VergePointe Capital, LLC (or subsidiary) is the general partner. However, we remain committed to our fiduciary duty to put Clients' best interests first. While we do not provide investment advice regarding Client investments in these entities, we provide a Substantial Conflicts of Interest disclosure document to each Client considering investment in such a fund. Additionally, prior to making such an investment, Clients are urged to obtain a comprehensive understanding of the terms and conditions of the investment by reviewing the applicable offering memorandum, limited partnership agreement, subscription agreement, or other important information regarding objectives, investments, time-horizon, risks, and fees associated with the investment. We always encourage Clients to review these documents with their legal and tax counsel.

VergePointe or individuals associated with our firm may buy and sell some of the same securities for their own account that we buy and sell for our Clients. When appropriate we will purchase or sell securities for Clients before purchasing the same for our account or allowing representatives to purchase or sell the same for their own account. In some cases, VergePointe or representatives may buy or sell securities for their own account for reasons not related to the strategies adopted for our Clients. Our employees are required to follow the Code of Ethics when making trades for their own accounts in securities which are recommended to and/or purchased for Clients. The Code of Ethics is designed to assure that the personal securities transactions will not interfere with decisions made in the best interest of advisory Clients while at the same time, allowing employees to invest their own accounts.

VergePointe will disclose to advisory Clients any material conflict of interest relating to us, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

As any advisory situation could present a conflict of interest, we have established the following restrictions to ensure our fiduciary responsibilities:

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1. A director, officer, associated person, or employee of VergePointe shall not buy or sell securities for his personal portfolio where his decision is substantially derived, in whole or in part, by reason of his employment unless the information is also available to the investing public on reasonable inquiry. No person of VergePointe shall prefer his or her own interest to that of the advisory Client.
2. VergePointe maintains a list of all securities holdings for itself and for anyone associated with its advisory practice who has access to advisory recommendations. An appropriate officer of VergePointe reviews these holdings on a regular basis.
3. Any individual not in observance of the above may be subject to termination.

Item 12 – Brokerage Practices

A Our Clients' assets are held by independent third-party custodians. Except to the extent that the Client directs otherwise, we may use our discretion in recommending the broker-dealer. Clients are not obligated to effect transactions through any broker-dealer recommended by us. In recommending broker-dealers, we will comply with our fiduciary duty to seek best execution and with the Securities Exchange Act of 1934. We will take into account relevant factors as:

- Price;
- The custodian's facilities, reliability and financial responsibility;
- The ability of the custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order;
- The research and related brokerage services provided by such custodians to the VergePointe, notwithstanding that the account may not be the direct or exclusive beneficiary of such services; and
- Any other factors that we consider to be relevant.

Generally speaking, we will recommend that Clients establish brokerage accounts with independent third-party custodians such as Pershing Advisor Solutions ("Pershing") and SEI. Pershing and SEI are members of FINRA and SIPC. We will work with Pershing, SEI and other potential third-party custodians as long as they continue to meet the above criteria. We work primarily with these custodians for administrative convenience but also because they offer a good value to our Clients for the transaction costs and other costs incurred. We reserve the right to decline acceptance of any Client account for which the Client directs the use of a particular broker if we believe that this choice would hinder either our fiduciary duty to the Client or our ability to service the account.

We have no oral or written arrangements under which we are paid cash or receive some economic benefit from a non-Client in connection with giving advice to Clients. However, these custodians may make available to us on an unsolicited basis, research and other products and services other than execution in connection with Client securities transactions.

These products and services may have economic value to our Clients (whose accounts may benefit from the products or services) and also to us. These products and services may be proprietary to the brokerage firm, or provided by third parties and are not typically made available to retail investors. Products and services provided as an integral part of a broker-dealer's institutional trading and custody platform may include pricing and other market data, research, software and other technology (including electronic downloading of trading activity, performance monitoring and reporting, web access to confirmations, account

statements and other Client data), practice management aids (consulting, publications, conferences and seminars) and vendor discounts. We have no arrangements, oral or in writing, concerning these unsolicited products and services, which typically are made available by broker-dealers to advisors in consideration of the total number, size and profitability of all accounts referred by the advisor, rather than the size or profitability of any individual Client account. In some instances, broker-dealers may make available, arrange and/or pay for these types of services provided by independent third parties or may discount or waive fees it would otherwise charge.

But for these unsolicited potential “soft dollar” arrangements, VergePointe might forego these value added services or we might obtain these services and support at additional cost, which costs might be passed along to Clients through higher advisory fees.

The unsolicited offer of these products and services may create a potential conflict of interest with regard to our negotiating on behalf of Clients the lowest commission or costs available from the broker-dealer. Accordingly, in recommending broker-dealers based on the “best execution” policy set forth above, we will determine in good faith that Client commissions and costs are reasonable in relation to the benefits derived by Clients from the provision of these products and services, if any, to us.

B We may aggregate trades for Clients. The allocations of a particular security will be determined by us before the trade is placed with the broker. When practical, Client trades in the same security will be bunched in a single order (a “block”) in an effort to obtain best execution at the best security price available. When employing a block trade:

- We will make reasonable efforts to attempt to fill Client orders by day-end.
- If the block order is not filled by day-end, we will allocate shares executed to underlying accounts on a pro rata basis, adjusted as necessary to keep Client transaction costs to a minimum.
- If a block order is filled (full or partial fill) at several prices through multiple trades, an average price and commission will be used for all trades executed;
- All participants receiving securities from the block trade will receive the average price.
- Only trades executed within the block on the single day may be combined for purposes of calculating the average price.

It is expected that this trade aggregation and allocation policy will be applied consistently. However, if application of this policy results in unfair or inequitable treatment to some or all of our Clients, we may deviate from this policy.

Item 13 – Review of Accounts

- A** While the underlying securities within accounts are continually monitored, Client accounts are formally reviewed at least quarterly. Accounts are reviewed in the context of each Client's stated investment objectives and guidelines.

While we take a team approach to serving our Client's, a Relationship Manager is assigned as the primary representative to a particular Client's account. All Relationship Managers are Investment Advisor Representatives of VergePointe. Relationship Managers assigned to a particular Client's account will be primarily responsible for the periodic reviews to that account. Clients will be provided the Supplemental Brochure (Form ADV Part 2B) of any Relationship Manager/IAR providing advice related to their account.

- B** More frequent reviews may be triggered by a change in Client's investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management of the company invested in; or, changes in the economic climate.

- C** Investment advisory Clients receive standard account statements from the custodian of their accounts on a monthly or quarterly basis. We also meet with Clients to discuss asset allocation of the portfolio compared to portfolio target allocations.

Financial Planning Clients will receive a completed written financial plan. However additional review or reports will not typically be provided unless otherwise provided for under the terms of the engagement.

Consulting Services Clients will not typically receive reports or formal reviews due to the nature of the service.

Item 14 – Client Referrals and Other Compensation

We do not compensate any unrelated third parties for Client referrals.

Item 15 – Custody

With the exception of our ability to debit fees, we do not otherwise have custody of the assets in the account.

We shall have no liability to the Client for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation (“SIPC”) or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a custodian.

Clients receive standard account statements from the custodian of their accounts on a monthly basis. We also meet with Clients to discuss asset allocation of the portfolio compared to portfolio target allocations. We urge all Clients to carefully review statements from the custodian and compare these to reports that we may provide to you. Our reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 – Investment Discretion

Generally, Clients grant us ongoing and continuous discretionary authority to execute its investment recommendations in accordance with a Statement of Investment Policy (or similar document used to establish each Client's objectives and suitability), without the Client's prior approval of each specific transaction. Under this discretionary authority, Clients allow us to purchase and sell securities and instruments in their account(s), arrange for delivery and payment in connection with the foregoing, select and retain or terminate sub-advisors, and act on behalf of the Client in matters necessary or incidental to the handling of the account, including monitoring certain assets.

We make it a practice to question Clients to determine if there are any limitations to our discretionary authority. Clients may impose restrictions on investing in certain securities or types of securities.

In some limited circumstances, Clients grant us non-discretionary authority to execute investment recommendations. Non-discretionary authority requires us to obtain a Client's approval of each specific transaction prior to executing the investment recommendations.

Item 17 – Voting Client Securities

- A** We do not vote proxies on behalf of Clients. Additionally, we do not provide advice to Clients on how the Client should vote.
- B** Clients will receive proxies and other solicitations directly from their custodian or transfer agent. If any proxy materials are received on behalf of a Client, they will be sent directly to the Client or a designated representative of the Client, who is responsible to vote the proxy.

Item 18 – Financial Information

- A** We require investment advisory fees to be paid in advance. We also generally require at least a portion of any fixed-fee project to be paid in advance. However, under no circumstances will we retain more than six months in advance from any Client.
- B** We do have discretionary authority over the funds or securities of certain Clients. However we have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to Clients.
- C** Neither VergePointe, nor any of the principals of the firm, have been the subject of a bankruptcy petition at any time in the past.