

Item 1 – Cover Page



**BFC Planning, Inc.**  
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This brochure provides information about the qualifications and business practices of BFC Planning, Inc. (also referred to as “us”, “we”, “BFC” or “BFCP” in this brochure). If you have any questions about the contents of this brochure, please contact the Compliance Department at 319-447-5700. 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 BFCP is also available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can view our firm’s information on this website by searching for BFC Planning, Inc. You may search for information by using the firm’s CRD number. The CRD number for BFC Planning, Inc. is **119682**

\*Registration as an investment adviser does not imply a certain level of skill or training.

## **Item 2 – Material Changes**

There have been no material changes to the ADV Part II.

### Item 3 – Table of Contents

Item 1 – Cover Page .....	1
Item 2 – Material Changes .....	2
Item 3 – Table of Contents .....	3
Item 4 – Advisory Business .....	4
Introduction .....	4
General Description of Primary Advisory Services .....	4
Limits Advice to Certain Types of Investments .....	5
Wrap-Fee Program versus Non-Wrap Fee Program .....	6
Tailor Advisory Services to Individual Needs of Clients .....	6
Client Assets Managed by BFC .....	6
Item 5 – Fees and Compensation .....	6
Financial Planning Services .....	6
Asset Management Services .....	8
Outside Money Managers .....	16
Item 6 – Performance-Based Fees and Side-By-Side Management .....	16
Item 7 – Types of Clients .....	17
Minimum Investment Amounts Required .....	17
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....	18
Charting .....	18
Cyclical .....	18
Fundamental .....	18
Technical .....	18
Risk of Loss .....	19
Item 9 – Disciplinary Information .....	20
Item 10 – Other Financial Industry Activities and Affiliations .....	20
Other Financial Industry Activities or Affiliations .....	20
Third-Party Money Managers & Sub-Advisors .....	21
Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading .....	22
Code of Ethics Summary .....	22
Affiliate and Employee Personal Securities Transactions Disclosure .....	22
Item 12 – Brokerage Practices .....	22
Best Execution .....	22
Handling of Trade Errors .....	23
Block Trading Policy .....	23
Agency Cross Transactions .....	23
Item 13 – Review of Accounts .....	24
Account Reviews and Reviewers .....	24
Statements and Reports .....	25
Item 14 – Client Referrals and Other Compensation .....	25
Other Compensation .....	25
Solicitors – Referring Parties .....	26
Item 15 – Custody .....	26
Item 16 – Investment Discretion .....	28
Item 17 – Voting Client Securities .....	28
Item 18 – Financial Information .....	28
<b>CONSUMER PRIVACY NOTICE AND POLICY .....</b>	<b>29</b>

## Item 4 – Advisory Business

BFC Planning, Inc. (also referred to as “us”, “we”, “BFC” and “BFCP” throughout this brochure) is a corporation formed under the laws of the State of Iowa in 1974 and registered as an investment adviser with the United States Securities and Exchange Commission (“SEC”) since 2007.

Our firm is owned by a parent company, Berthel Fisher & Company, which in turn a majority interest is owned by FBL Financial Group, Inc. and Thomas J. Berthel, who is also the Chief Executive Officer of BFC, Berthel Fisher & Company Financial Services, Inc., Securities Management and Research, Inc. and Berthel Fisher & Company.

### **Introduction**

The investment advisory services of BFC will be provided to you through an appropriately licensed (when required) and qualified individual who is an investment adviser representative of BFC (referred to as your investment adviser representative throughout this brochure). Your investment adviser representative typically is not an employee of BFC; rather, your investment adviser representative typically is an independent contractor of BFC.

Your investment adviser representative is limited to providing the services and charging investment advisory fees in accordance with the descriptions detailed in this brochure. However, the exact services you will receive and the fees you will be charged are dependent upon your investment adviser representative.

The exact services that your investment adviser representative may provide you also may be limited by his broker-dealer affiliation. Your investment adviser representative is affiliated in a separate capacity as a registered representative with our affiliated broker-dealers, Berthel Fisher & Company Financial Services, Inc. or Securities Management and Research, Inc.

*For more details about your investment adviser affiliation with a broker-dealer, please refer to Item 10 – Other Financial Industry Activities and Affiliations.*

### **General Description of Primary Advisory Services**

The following are brief descriptions of the primary services of BFCP. More detailed descriptions of our services are provided in *Item 5 – Fees and Compensation* so that you can review the services and description of fees in a side-by-side manner. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and us before we can provide you the service described below.

**Financial Planning Services** - We provide investment advisory services in the form of financial planning services. Financial planning services do not involve the active management of client accounts, but instead focuses on a client's overall financial situation. Financial planning can be described as helping individuals determine and set their long-term financial goals, through investments, tax planning, asset allocation, risk management, retirement planning, and other areas. Under this program, the role of your investment adviser representative as a financial planner is to find ways to help you understand your overall financial situation and help you set financial objectives.

**Asset Management Services** - We provide investment advisory services in the form of asset management services. Our asset management services involve providing clients with continuous and on-going supervision over designated accounts. Your investment adviser representative may provide asset management services to you through one or more of the following platforms: (1) BFC Advisory program through our affiliated broker-dealers; (2) Institutional RIA Platforms; (3) Variable Annuity/Variable Life Sponsors; (3) Managed Account Solutions; and (4) Sub-Advisory Platforms.

**Outside Money Managers** – We provide advisory services by referring you to outside, or unaffiliated, money managers that are registered or exempt from registration as investment advisers. Third-party money managers are responsible for continuously monitoring your designated account and making trades for your account when necessary.

### **Limits Advice to Certain Types of Investments**

With some exceptions, your investment adviser representative is typically available to offer advice on most types of investments owned by you and, at your specific request, will explore investment options not currently owned by you. However, your investment adviser representative is not permitted to provide advice on futures contracts.

Your investment adviser representative is typically available to provide investment advice on the following types of investments.

- No-Load (i.e. no trading fee) and Load-Waived (i.e. trading fee waived) Mutual Fund Shares
- Exchange-listed securities (i.e. stocks)
- Securities traded over-the-counter (i.e. stocks)
- Fixed income securities (i.e. bonds)
- Closed-End Funds and Exchange Traded Funds (ETFs)
- Foreign Issues
- Warrants
- Corporate debt securities (other than commercial paper)
- Commercial paper
- Certificates of deposit
- Municipal securities
- Variable life insurance
- Variable annuities
- United States government securities
- Options contracts on securities and commodities
- Interests in partnerships investing in real estate, oil and gas interests

We do not provide advice on hedge funds or futures contracts, and do not effect transactions in commodities futures.

When providing asset management services, we will typically construct each client's account holdings using stocks, bonds, mutual funds and ETFs to build diversified portfolios. It is not our typical investment strategy to attempt to time the market, but we may increase or decrease cash holdings modestly as deemed appropriate, based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations like: low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

*Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.*

### **Wrap-Fee Program versus Non-Wrap Fee Program**

Your investment adviser representative may provide asset management services through both wrap-fee programs and non-wrap fee programs. Under a wrap-fee program, asset management services and transaction/execution costs are provided for one fee. This is different from non-wrap fee programs whereby our asset management services are provided for a fee, but transaction/execution costs are billed to clients separately on a per-transaction basis. From an asset management perspective, there is not a

fundamental difference in the way your account is managed except whether the transaction/execution costs are billed as a single fee with the asset management services or as separate fees for each transaction in addition to the asset management fee.

### **Tailor Advisory Services to Individual Needs of Clients**

Our financial planning, asset management and outside money manager services are always provided based on your individual needs. This means, for example, that you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

Our investment company management services are based solely upon the requirements of the Fund and not any specific requirements of an investor within the Fund.

### **Client Assets Managed by BFC Planning, Inc.**

The amount of clients assets managed by BFCP totaled approximately \$115 million as of December 31, 2013.

### **Item 5 – Fees and Compensation**

The amount of client assets managed by BFCP totaled approximately \$227 million as of December 31, 2014.

In addition to the information provide in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements.

### **Financial Planning Services**

Depending upon your investment adviser representative, BFCP will generally provide one of three basic types of financial planning services as follows:

1. Full Service Financial Planning - This service is for the creation of a holistic written financial plan, which typically addresses the following topics: investment planning; retirement planning; insurance planning; tax planning; education planning; portfolio reviews; asset allocation, and real estate planning.
2. Limited Service Financial Planning: This service is limited to focusing upon one or more separate specific areas identified by you. It does not involve the creation of a full financial plan.

Our financial planning services do not include the implementation of any transactions on your behalf. To the extent you would like your investment adviser representative to implement transactions on your behalf, you will need to contract with your investment adviser representative for one or more of the services described in this brochure or you could work with your investment adviser representative in his or her separate capacity as a registered representative of BFC's broker-dealer for the purpose of implementing transactions through a non-fee, commission-based brokerage account. A conflict will exist between the interests of BFCP, your investment adviser representative and your interests. If you choose to implement the advice of BFCP, your investment adviser representative may earn commissions in his or

her capacity as a registered representative or additional advisory fees for managed accounts in addition to the fees charged for financial planning services.

Fees for financial planning services may be fixed or hourly as described below.

- **To the extent that your full service and limited financial planning services are provided on a fixed fee basis, the fixed fee is generally in the range from \$100 to \$15,000.**

- **To the extent that your full service and limited service financial planning is provided upon an hourly fee basis, the hourly fee will range from \$150 to \$400 per hour depending the investment adviser representative. Prior to starting any work under an hourly arrangement, your investment adviser representative will provide you with a written estimate of hours to complete the financial planning service. In the event that your investment adviser representative will exceed the estimate, your investment adviser will contact you with an updated estimate before exceeding the estimated hours.**

Fees charged for financial planning services will vary depending on the scope of services provided, complexity of the process undertaken, the types of issues addressed and the frequency with which the services are rendered.

Financial planning fees described above do not include the fees you will incur for other professionals (i.e. personal attorney, independent investment adviser, or accountant) in connection with the financial planning process.

The above ranges are the standard fee ranges that are typically charged. In some instances fees higher than those stated above may be charged if the scope of the project agreed upon warrants a higher fee. Your investment adviser representative may negotiate fees with you based on the complexity of your personal circumstances, financial situation and the services that will be provided, the scope of the engagement, your gross income, the experience and standard fees charged by the investment adviser representative providing the services, and the nature and total value of the assets subject to the financial planning services. In addition, your fees may be negotiated based on whether or not you have assets under management with your investment adviser representative. Your investment adviser representative, at his or her discretion, may waive the agreed upon financial planning fees if you purchase products or enter into agreements for other services with your investment adviser representative.

Fees are due in advance of your investment adviser representative starting work on the financial planning service; however, under no circumstances will BFCP charge more than \$1,200 six months or more in advance. To the extent that fees are owed by you at the end of the project, you are required to pay such fees upon your receipt of an invoice from BFCP. If you like, you can authorize fee payment from your brokerage account to pay for financial planning services.

BFC Planning, Inc. allows your investment adviser representative to set fees within ranges provided by BFCP. As a result, your investment adviser representative may charge more or less for the same service than another investment adviser representative of BFCP. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the financial planning agreement between you and BFC Planning, Inc.

At any time by notifying the other party in writing, you or BFC Planning, Inc. may terminate effective immediately the financial planning services. If you terminate the agreement within five (5) business days of the date you signed the agreement, BFCP will refund any fees that you paid in advance as a retainer. If you or BFCP terminates the financial planning services at any other time prior to receiving the plan, you will pay BFC Planning, Inc. a pro-rated fixed fee equivalent to the percentage of work completed by BFCP as determined by BFC Planning, Inc. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded to you by BFCP. Any unpaid fees for services rendered will be due from you and must be paid by the date of termination.

### **Asset Management Services**

Asset management services may be provided by your investment adviser representative through one or more of the following platforms: (1) BFC Advisory program through our affiliated broker-dealers; (2) Institutional RIA Platforms; (3) Variable Annuity/Variable Life Sponsors; (3) Envestnet's Managed Account Solutions; and (4) Multi-Manager Platforms.

For all programs, account recommendations are ultimately determined based upon your risk tolerance, financial situation, and stated investment objectives (i.e. preservation of capital, income, growth & income, growth & speculation, etc.). All information gathered from clients is confidential. Your investment adviser representative will contact you at least annually, or at your request, to discuss your investment portfolio and to update your financial information should any changes have occurred. It is necessary for you to inform your investment adviser representative promptly with respect to any changes in your financial situation or investment goals and objectives. Failure to notify us of any such changes could result in investment recommendations not meeting your needs.

You should discuss with your investment adviser representative the costs and benefits of each platform and/or program and then select the platform and/or program that you believe best supports your investment goals and style and provides the most cost effective means of executing the investment strategy for your designated account.

#### **A. BFC Advisory program**

Under BFC Advisory program, your investment adviser representative may provide investment management services, defined as giving continuous investment advice to a client and making investments for the client based on the individual needs of the client, through brokerage accounts established through BFCP's affiliated broker-dealers, either Berthel Fisher & Company Financial Services, Inc. or Securities Management and Research, Inc., as introducing broker-dealers and cleared and held by the qualified custodian, National Financial Services, LLC (also referred to as NFS throughout this brochure). The decision to use NFS is made by your investment adviser representative.

Through this program, your investment adviser representative will be responsible for determining investment recommendations and responsible for implementing transactions. Under this program, your investment adviser representative actively manages your accounts in accordance with your individual needs, objectives and risk tolerance. These accounts may be managed on either a discretionary trading basis or non-discretionary trading basis as agreed to in writing by you and your investment adviser representative.

Various investment strategies are provided through this service; however, a specific investment strategy or investment policy is determined for each client to focus on the specific client's goals and objectives. Investment strategies and philosophies used within BFC Advisory program vary based on the investment adviser representative providing advice. Models and strategies used by one investment adviser representative may be different than strategies used by other investment adviser representatives. Some investment adviser representatives limit their advice to mutual funds and others will provide advice on a full range of securities that include equities, mutual funds, options, fixed income and other types of investments listed at *Item 4*.

The annual fee for accounts managed through the BFC Advisory program is based on the amount of assets under management. The annual fee is negotiable and is subject to discounts on an investment adviser representative-to-investment adviser representative or account-by-account basis. These discounts may be a consideration for your investment adviser representative when choosing a platform to recommend.

- The maximum allowable fee that can be charged may not exceed 2.5% of assets under management on an annual basis.

Under this platform, fees may be charged in advance or in arrears and monthly or quarterly depending upon the written agreement between you and your investment adviser representative. BFCP calculate fees on the basis of (i) the market value of the account(s) on the last day of the previous quarter if fees are billed in advance or on the last day of the quarter in which services were rendered if fees are billed in arrears, (ii) the average daily fair market value of the assets during each billing period, netting assets added against assets withdrawn during the period.

The exact fee and payment arrangement shall be agreed to in writing by you and BFC Planning, Inc. prior to commencing services.



Fees are typically deducted directly from your designated account. You must provide the qualified custodian with written authorization to have fees deducted from the account and paid to BFC Planning, Inc. The qualified custodian will send you statements, at least quarterly, showing all disbursements for the account including the amount of the advisory fee, if deducted directly from the account. You should verify the accuracy of fee calculations; the qualified custodian will not determine whether the fee has been properly calculated. Upon approval from BFCP and your investment adviser representative, certain clients may pay fees via direct invoice. For clients paying via invoice, fees shall be due upon client's receipt of the invoice.

You may incur certain charges imposed by third parties other than BFCP in connection with investments made through the account, including but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, variable annuity/insurance fees and surrender charges, and IRA and qualified retirement plan fees.

Management fees charged by BFCP do not include transaction ticket fees or other services fees charged by BFCP's broker-dealer and the qualified custodian. Management fees charged by your investment adviser representative and transaction ticket fees are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

Your investment adviser representative in his or her separate capacity as a registered representative of BFCP's broker-dealer may retain a portion of the commissions charged to you. These commissions may include mutual fund sales loads, 12b-1 fees and surrender charges, variable annuity fees and surrender charges and IRA and qualified retirement plan fees.

When managing ERISA and qualified accounts, your investment adviser representative must lower or offset the management fee by the amount of 12b-1 fees and other commissions received in the event such types of compensation are received by your investment adviser representative in his/her individual capacity as a registered representative of BFCP's broker-dealer.

The asset management services under the BFC Advisory platform continue in effect until terminated by either party (i.e. BFCP or you) by giving written notice to the other party. Any prepaid, unearned fees will be promptly refunded by BFCP to you. Fees refunds will be determined on a pro-rata basis using the number of days services are actually provided during the final period. When fees are billed in arrears, BFCP will pro-rate the final fee payment based on the number of days services are provided during the final period. The amount of client assets on the termination date will be used to determine the final fee payment. BFCP does not impose a termination fee; however, your accounts may be subject to a modest charge for reimbursement of fees and/or costs related to transferring the account.

## **B. Institutional RIA Platform**

Under the Institutional RIA Platform, your investment adviser representative may provide investment management services, defined as giving continuous investment advice to you and making investments for you based on your individual needs through an account established at an institutional RIA platform.

Through this program, your investment adviser representative will be responsible for determining investment recommendations and responsible for implementing transactions. Your investment adviser representative shall actively manage your account in accordance with your individual needs, objectives and risk tolerance. This account may be managed on either a discretionary trading basis or non-discretionary trading basis as agreed to by you and your investment adviser representative. Your investment adviser representative must be granted limited power of attorney over your account in order to have trading authorization on your account.

BFCP has approved Schwab Institutional, TD Ameritrade Institutional, and Fidelity Institutional Wealth Services. BFCP is independently owned and operated and not affiliated with any of these companies. Generally, your investment adviser will not use every platform and in most cases will only recommend the use of one of these platforms. More details regarding the brokerage options are available in *Item 12*.

Various investment strategies are provided through this service; however, a specific investment strategy and investment policy is crafted for each client to focus on the specific client's goals and objectives.

Investment strategies and philosophies used through an institutional RIA platform vary based on your investment adviser representative providing advice. Models and strategies used by your investment adviser representative may be different than strategies used by other investment adviser representatives of BFC Planning, Inc. Some investment adviser representatives of BFCP limit their advice to mutual funds and others will provide advice on a full range of securities that include equities, mutual funds, options, fixed income and other types of investments listed at Item 4.

The annual fee for accounts managed through the institutional RIA platform is based on the amount of assets under management. The annual fee is negotiable and is subject to discounts on an investment adviser representative by investment adviser representative or account-by-account basis.

- The maximum allowable fee that can be charged may not exceed 2.5% of assets under management on an annual basis.

Fees may be charged in advance or in arrears depending upon the agreement between you and your investment adviser representative. Fees are charged on a quarterly basis unless you and your investment adviser representative agree on another billing cycle. Fees are calculated on the basis of the market value of the account(s) on the last day of the previous quarter if fees are billed in advance or on the last day of the quarter in which services were rendered if fees are billed in arrears.

The exact fee and payment arrangement shall be agreed to by you and your investment adviser representative prior to commencing services and stated in the agreement for services.

Trading, brokerage and custodial fees charged by the qualified custodian are separate from management fees charged by your investment advisor representative. In addition, you may incur certain charges imposed by other third-parties including but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, IRA and qualified retirement plan fees. Management fees charged by BFCP are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to clients. A description of these fees and expenses are available in each investment company security's prospectus.

Investment Management Services continue in effect until terminated by either party (i.e. BFCP or the client) by giving written notice. Any prepaid, unearned fees will be promptly refunded by BFCP to you. The refund of fees will be determined on a pro-rata basis using the number of days services are actually provided during the final period. When fees are billed in arrears, BFCP will pro-rate the final fee payment based on the number of days services are provided during the final period. The amount of client assets on the termination date will be used to determine the final fee payment. BFCP does not impose a termination fee; however, client accounts may be subject to a modest charge for reimbursement of fees related to transferring the account.

### **C. Variable Annuity/Variable Life Sponsor Platform**

Under our Variable Annuity/Variable Life Sponsor Platform, your investment adviser representative manages your variable annuity or variable life contract by selecting, monitoring and exchanging as necessary between sub-accounts available from the insurance company issuing the variable annuity or variable life contract.

Under this service, your investment adviser representative will assist you in completing a questionnaire which details your financial goals, risk tolerance and time horizon. You will have the opportunity to list on your investment advisory agreement with BFC any reasonable restrictions on the sub-accounts that may be utilized by your investment adviser representative. You will be responsible for notifying your investment adviser representative of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however, your investment adviser representative will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives.

Once you have provided us with the necessary information and made the appropriate authorizations, your investment adviser representative will utilize limited discretionary authority to select or exchange among the sub-accounts available under your variable annuity or variable life contract in accordance with your disclosed investment objective and risk tolerance. Your investment adviser representative may utilize

signal providers for guidance regarding investment strategies, asset allocations and timing of exchanges. Your investment adviser representative will monitor your sub-accounts and exchange sub-accounts as necessary and in accordance with your investment objective and risk tolerance.

Under this program, you will incur an annual investment advisory fee, which is based upon a percentage of the market value of your variable annuity and variable life contract under management. Your investment adviser representative has the authority to negotiate the annual fee, and consequently, the annual fee charged by your investment adviser representative may be different than the annual fee negotiated by another investment adviser representative of BFC. The exact annual fee charged by BFCP will be agreed to by you and your investment adviser representative prior to commencing services and stated in the client agreement.

- The maximum allowable fee that can be charged may not exceed 2.5% of assets under management on an annual basis.

Under this platform, fees may be charged in advance or in arrears and monthly or quarterly depending upon the written agreement between you and your investment adviser representative. BFCP calculates fees on the basis of the market value of the account(s) on the last day of the previous quarter if fees are billed in advance or on the last day of the quarter in which services were rendered if fees are billed in arrears. The quarterly fee payments for the first and last billing periods are pro-rated to reflect the actual days that your variable annuities and variable life contracts were subject to management by BFC Planning, Inc.

You will have the option to pay directly the quarterly investment advisory fee to BFCP upon receiving an invoice or to have the investment advisory fee automatically deducted from a designated brokerage account or your variable annuity and/or variable life contract and directly paid to BFC.

The exact fee and payment arrangement shall be agreed to in writing by you and BFCP prior to commencing services.

Under this program, the insurance companies issuing your variable annuities and variable life contracts will charge management expenses in addition to the investment advisory fee charged by BFCP. In addition, your variable annuity and/or variable life contract may be subject to exchange fees and surrender charges. BFCP does not share in these fees charged by your insurance company. Please refer to the prospectus of your variable annuity and/or variable life contract for more details about the insurance company's management expenses and any exchange or surrender fees.

In the event that your investment adviser representative sold you the variable annuity and/or variable life contract in his separate capacity as a registered representative of one of our affiliated broker-dealers, your investment adviser representative and our affiliated broker-dealer most likely received commission and/or trail compensation for this transaction. This sales compensation is separate from and in addition to any investment advisory fee charged by BFCP. If your investment adviser representative received a commission for selling you a variable annuity or variable life contract, BFCP will not accept your variable annuity or variable life contract for management until it has been at least one year from the date of such sale.

You or BFCP may terminate this service for any reason by providing the other party with written notice, which will be effective five (5) days after receipt or such later date as specified in the notice.

#### **D. Investnet's Managed Account Solutions**

BFCP uses Investnet Asset Management, Inc. ("Investnet") to provide asset management services to clients through the Investnet's Managed Account Solutions program, a wrap-fee program sponsored by Investnet. Managed Account Solutions provides functions and renders investment advice to BFCP, including recommending an appropriate asset allocation for each client and specific investment managers ("Sub-Managers") or investment products.

Upon execution of a *Statement of Investment Selection*, your investment adviser representative assists you with the establishment of one or more individual accounts at National Financial Services, LLC (also referred to as National Financial Services or NFS throughout this Disclosure Brochure). National Financial Services will serve as the qualified custodian for accounts through Program. Clients must appoint Envestnet and BFCP as their investment adviser on the account.

Through Managed Account Solutions, Envestnet assists BFCP to provide each client continuous investment advice based on their needs and circumstances. Utilizing tools provided by Envestnet, your investment adviser representative assists you with determining the suitability of the asset allocation and investment options for you. Your investment adviser representative will then assist you in allocating your assets among different investment options in the program and recommend investment vehicles and/or Sub-Managers within Managed Account Solutions for your accounts.

If you participate in Managed Account Solutions, you may grant BFCP discretionary authority with respect to investment and advisory services provided to your designated account to (i) invest and reinvest the assets in the program, and (ii) retain Sub-Managers with respect to all or a part of the separate account program assets. These Sub-Managers, in turn, shall be granted full discretionary authority to invest and reinvest the separate account program assets with respect to which such Sub-Managers have been granted investment discretion, subject to reasonable restrictions requested by the client.

Under Managed Account Solutions, you are charged a specified fee, or fees for investment advisory and execution services. You pay a single annualized fee, calculated by applying the annual fee schedule for the pertinent category of Program assets in the *Statement of Investment Selection* to the asset value of program assets (determined quarterly on an account by account basis and not in the aggregate). The initial program fee will equal (on an annualized basis) the percentage set forth in the client fee schedule of the fair market value of each client's Program assets in the applicable category. This fee is not based directly on the transactions in the client's accounts.

The initial program fee shall be calculated and debited on the tenth day of the following month after the initial program assets are placed in the program with National Financial Services and shall be the program fee for the first calendar quarter (or part thereof) in which the client participates in the program. The initial program fee for any partial calendar quarter shall be appropriately pro-rated based on the number of calendar days in the partial quarter. Thereafter, the program fee shall be calculated at the beginning of each calendar quarter based on the value of program assets on the last business day of the prior calendar quarter. However, if an account is opened in the last month of a calendar quarter, the program fee will be calculated and debited for the remaining period in the calendar quarter plus the next calendar quarter on the day after initial program assets are placed into the program. If a client invests \$10,000 or more in any account after the inception of a calendar quarter, the program fee for that quarter will be recalculated and pro-rated as of the day of the additional investment. The program fee for each quarter will equal (on an annualized basis) the percentage set forth in the client agreement's fee schedule of the fair market value of the program assets in the applicable category (including interest paid or accrued) as calculated on the last business day of the previous calendar quarter. The qualified custodian of the account will determine the fair market value for program fee calculation purposes. If services are terminated and all program assets are withdrawn from the program prior to the end of a quarter, the pro rata portion of the program fee will be reimbursed to the client.

The program fee will be debited from your account by National Financial Services on a quarterly basis in advance. You will authorize National Financial Services to pay Envestnet directly from your account and Envestnet, as agent for you, will pay all amounts due to BFCP, Sub-Manager and National Financial Services.

The maximum fee charged for accounts that maintain equity stock as program assets shall not exceed 2.5% annually. The actual fee charged to individual clients will be based on factors such as, but not necessarily limited to, the amount of assets under management and the portfolio(s) used to manage the client's assets. The specific fee charged to a client will be agreed upon and described in the client agreement prior to commencing services.

A separate brokerage account will be established for each portfolio that is selected by a client. As a general rule, the minimum account size is twenty-five thousand dollars (\$25,000). However, under certain circumstances, BFCP may waive the minimum account size requirement and accept accounts less than the minimum requirement.

Other costs that may be assessed to a client include fees for portfolio transactions executed away from National Financial Services, including but not limited to IRA and qualified retirement plan charges, dealer mark-ups, electronic fund and wire transfer fees, market maker spreads, exchange fees and broker/dealer fees, among others. Mutual funds, exchange traded funds ("ETFs"), and alternative investments may charge their own fees (such as 12b-1 fees and surrender charges) for investing the pool of assets in the respective investment vehicle. Please see the prospectus or related disclosure document for information regarding these fees. These fees are not part of the Program fee.

For a complete description of the program, you should refer to the Envestnet's Wrap Fee Program Disclosure Brochure. If you participate in the Program, you will receive a copy of the Wrap Fee Program disclosure brochure prior to, or upon, entering into an agreement for the Program services. As a participant in the program, you will also be offered a copy of the Wrap Fee Program disclosure brochure at least annually.

#### **E. Sub-Advisory Platforms**

Under our sub-advisory platforms, your investment adviser representative may provide asset allocation advice and manage your assets through various outside third party mutual fund management programs and separately managed account programs including Charles Schwab, FTJ Fundchoice, LLC, SEI Investment Management Corporation.

Dependent on the individual agreements with the program sponsors and based on information provided by you about your financial goals, investment objectives, and risk tolerance, your investment adviser representative will assist you in selecting a suitable investment portfolio and asset allocation strategy that will be used by the program sponsor to assist your investment adviser representative in properly allocating the your assets in the investment portfolio. Your investment adviser representative will provide initial and ongoing client education concerning the asset allocation strategy selected by you, explain the rebalancing guidelines utilized with the investment allocation strategy selected, and meet with you periodically to discuss changes in your investment objectives and risk tolerance.

For mutual fund wrap programs offered by these sub-advisory platforms, the investment portfolio may be created by your investment adviser representative with the assistance of the program sponsor and any sub-advisers utilized by the program. The program sponsor typically determines the universe of no-load and load-waived mutual funds included in the portfolios it recommends to your investment adviser representative. Your investment adviser with the assistance of the program sponsor, or the program sponsor itself, typically exercises limited discretion authority and determines the specific asset allocations within each portfolio and also rebalances the portfolios periodically. Your investment adviser representative with the assistance of the program sponsor, or the program sponsor itself, may also change periodically the relative allocations among mutual funds in the portfolios.

Your investment adviser representative may also recommend separately managed account programs (SMA) offered through certain sub-advisory platforms. These programs provide your investment adviser representative with access to programs that specialize in separate account management, private account management, and timing and multi-disciplined account services. Program sponsors provide full-time professional investment management by quality investment managers. Under certain sub-advisory

platforms depending upon program, your investment adviser representatives may assist you or exercise limited discretionary authority on your behalf to select the manager(s) most aligned with your investment style based on your individual personal and financial goals, investment objectives, and risk tolerance. A SMA account portfolio is a customized portfolio that may consist of stocks and/or bonds and cash that is guided by a professional investment manager. The manager buys and sells stock and/or bonds on your behalf. Because you directly own the securities within your account, you have the option to specify investment restrictions (e.g., no alcohol or tobacco stocks), and may request tax-loss selling. Typically, one all-inclusive fee arrangement covers all the services provided by the SMA. A portion of the SMA's annualized fee based on the total value of your portfolio is charged quarterly to your account and shared with BFCP and your investment adviser representative.

The sub-advisory platform sponsor will generally determine the minimum investment amount for client participation. The investment advisory fee for these programs is based upon a percentage of the value of your assets subject to these services. The actual fee charged to you will vary depending on the charge by the program sponsor along with portion of the fee set by your investment adviser representative. The portion of the fee set by your investment adviser representative is negotiable and may vary among our investment adviser representatives so you should discuss with your investment adviser representative the fee which is appropriate for the services. All fees are calculated and collected by the program sponsor who shall be responsible for delivering your investment adviser and BFC's portion of the fee to BFC. To the extent that sub-advisory platform sponsor has not set a maximum fee, the maximum fee for services provided by BFCP and the program sponsor may not exceed 2.5%. Additional fees for third party and separately managed accounts may be determined by the sub-advisory platform sponsor.

The following is specific information regarding the sponsors of sub-advisory platforms currently available to your investment adviser representative. If you wish to enter into an arrangement with a sub-advisory sponsor, you must execute an investment advisory agreement directly with the sponsor and will be provided a copy of the sponsor's disclosure brochure.

### **1. Charles Schwab & Company**

Your investment adviser representative may utilize Charles Schwab & Company's Managed Account Access and Managed Account Select programs. Under these programs, your investment adviser representative will gather information about your risk tolerance, financial circumstances and investment objective. Based upon this suitability information, your investment adviser representative will recommend an unaffiliated, third-party money manager available under this program. This third-party money manager will manage your separate account held at Charles Schwab & Company in accordance with your investment objective. Upon your written authorization, the third-party money manager will manage the assets in your designated account at Charles Schwab & Company on a discretionary basis. Berthel Fisher will not hold discretionary authority nor manage any of the assets under this program. However, your investment adviser representative will monitor and review with you the performance of your accounts subject to management by the third-party money manager and the appropriateness for the continuation of the third-party money manager's management of your account.

Under the program, your investment adviser representative is allowed to charge a fee up to the maximum of 3.00%. The portion of the fee that is payable to the third-party money manager and Charles Schwab & Company includes the brokerage and custody charges. The portion of the fee payable to the third-party money manager and Charles Schwab & Company is between 0.45% and 1.0% depending upon whether the assets are fixed income or equities and the value of the assets of your account. The remainder of the fee payable to your investment adviser representative and BFC is negotiable and varies by investment adviser representative at BFC.

### **2. FTJ Fundchoice**

Your investment adviser representative may utilize FTJ Fundchoice's program. Under these programs, your investment adviser representative will gather information about your risk tolerance, financial circumstances and investment objective. Based upon this suitability information, your investment adviser will utilize FTJ FundChoice's program to select unaffiliated, third-party money managers to manage your

designated accounts at a qualified custodian. Your investment adviser will monitor and review the performance of your accounts managed by the third-party money managers.

Under this program, your investment adviser representative is allowed to charge a fee up to the maximum of 3.00%. The portion of the fee payable to FTJ FundChoice is between 0% and 0.45% depending upon the third-party money manager selected and the value of the assets of your account. The remainder of the fee payable to your investment adviser representative and BFC is negotiable and varies by investment adviser representative at BFC.

A complete description regarding this program will be provided in the FTJ Fundchoice's disclosure brochure, which will be provided by your investment adviser representative when recommending this program.

### **3. SEI Investments**

The SEI Asset Management Program (SEI Program) is an institutional asset allocation program offered by SEI Investments for use by your investment adviser representative in the management of a client's account assets. The SEI Program uses asset allocation portfolios developed by SEI Investments. Under this program, your investment adviser representative will provide SEI Trust Company (SEI) with the portfolios selected for your account. Your investment adviser representative will direct SEI to rebalance your accounts at least quarterly. SEI will change the reallocation of the investments within the SEI Program in accordance with your asset allocation policy. In addition, your investment adviser representative may have discretion to rebalance your portfolios or make allocation changes directly in the SEI accounts. Custody of all SEI Program client account assets is held at SEI. If you decide to participate in the SEI program, you will receive a copy of the SEI Program Schedule H-Wrap Fee Program disclosure brochure.

Under the SEI Program, your investment adviser representative is allowed to charge a fee up to the maximum of 3.00%. The portion of the fee payable to SEI and the managers range from .73% to .94 % depending on the equity exposure and level of diversification. The remainder of the fee for BFCP and your investment adviser representative is negotiable.

### **Outside Money Managers**

BFCP may act as a solicitor and allow your investment adviser representative to refer clients such as yourself to unaffiliated, outside money managers offering asset management and other investment advisory services. As a result, BFCP is paid a portion of the fee charged and collected by the outside money manager in the form of solicitor fees. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations.

Under this program, your investment adviser representatives will assist you with identifying your risk tolerance and investment objectives. Your investment adviser will recommend outside money managers in relation to your stated investment objectives and risk tolerance, and you may select a recommended outside money manager or model portfolio based upon your needs. You will enter into an agreement directly with the outside money manager who will provide your designated account with asset management services.

Your investment adviser representative is available to answer questions that you may have regarding your account and act as the communication conduit between you and the outside money manager. The outside money manager may take discretionary authority to determine the securities to be purchased and sold for you. BFCP and your investment adviser representative will not have any trading authority with respect your designated account managed by the outside money manager.

Outside money managers generally have account minimum requirements that will vary among outside money managers. Account minimums are generally higher on fixed income accounts than equity based accounts. A complete description of the outside money manager's services, fee schedules and account minimums will be disclosed in the outside money manager's disclosure brochure which will be provided to you prior to or at the time an agreement for services is executed and the account is established.

The actual fee charged to you will vary depending on the outside money manager. All fees are calculated and collected by the outside money manager who shall be responsible for delivering BFC's portion of the client fee to BFC.

Under this program, you may incur additional charges including but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, and IRA and qualified retirement plan fees.

Your investment adviser representative may have a conflict of interest by only offering those outside money managers that have agreed to pay a portion of their advisory fee to BFCP and have met the conditions of BFC's due diligence review. There may be other outside money managers that may be suitable to you that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

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

BFCP **does not charge nor accept performance-based fees** which can be defined as fees based on a share of capital gains on or capital appreciation of the assets held within a client's account.

### **Item 7 – Types of Clients**

BFCP generally provides investment advice to the following types of clients:

- Individuals
- High-Net Worth Individuals
- Banks or thrift institutions
- Pension and profit sharing plans
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above
- Investment Company

You are required to execute a written agreement with BFCP specifying the particular services in order to establish a client arrangement with BFC.

### **Minimum Investment Amounts Required**

The minimum investment required may vary depending on the program being used. Additionally, you are required to execute a written agreement with BFCP detailing each investment advisory service described above prior to BFCP commencing any work for such service.

In addition to BFC's minimum requirements, the sponsor of the Sub-Advisory Platforms may set account minimums and determine whether such minimums are negotiable.

The minimum investment amount is the following for these sub-advisory platforms:

<u>Sub-Advisory Platform Sponsor</u>	<u>Minimum Amount</u>
Advisors Asset Management	\$250,000



Charles Schwab

\$100,000

FTJ Fund Choice

\$5,000

The sponsors of Outside Money Manager programs are responsible for determining account minimums and whether such minimums are negotiable. Please refer to the disclosure brochure of the Outside Money Manager program for more details.

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

Our investment adviser representatives use various methods of analysis and investment strategies. Methods and strategies will vary based on the investment adviser representative providing advice. Models and strategies used by one investment adviser representative may be different than strategies used by other investment adviser representatives. Some of our investment adviser representatives may use just one method or strategy while other investment adviser representatives may rely on multiple. BFCP does not require or mandate a particular investment strategy be implemented by all of our investment adviser representatives. Further, BFCP has no requirements for using a particular analysis method and our investment adviser representatives are provided flexibility (subject to BFC's supervision and compliance requirements) when developing their investment strategies. The following sections provide brief descriptions of some of the more common methods of analysis and investment strategies that are used by our investment adviser representatives.

To the extent your investment adviser representative's primary strategy involves frequent trading of securities. The frequent trading of securities may have a positive or negative impact on investment performance. Performance from active trading can be lowered due to an increase in brokerage and other transaction costs.

### **Methods of Analysis in Formulating Investment Advice**

**Charting** - The set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.

**Cyclical** - Analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins, and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

**Fundamental** - A method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about

using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

**Technical** - A method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

### **Investment Strategies When Managing Client Assets**

**Long term purchases** - Investments held at least a year.

**Short term purchases** - Investments sold within a year.

**Trading** - Investments sold within 30 days.

**Short sales** - A short sale is generally the sale of a stock not owned by the investor. Investors who sell short believe the price of the stock will fall. If the price drops, the investor can buy the stock at the lower price and make a profit. If the price of the stock rises and the investor buys it back later at the higher price, the investor will incur a loss. Short sales require a margin account.

**Margin transactions** - When you buy a stock on margin, you pay for part of the purchase and borrow the rest from the qualified custodian such as National Financial Services or Pershing. For example, an investor may buy \$5,000 worth of stock in a margin account by paying \$2,500 and borrowing \$2,500 against his or her account. You cannot borrow stock or funds from BFC.

**Options** - Option writing including covered options, uncovered options, or spreading strategies. Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

**Tactical asset allocation** - Allows for a range of percentages in each asset class (such as Stocks = 40-50%). These are minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters. Thus, a minor form of market timing is possible, since the investor can move to the higher end of the range when stocks are expected to do better and to the lower end when the economic outlook is bleak.

**Strategic asset allocation** - Calls for setting target allocations and then periodically rebalancing the portfolio back to those targets as investment returns skew the original asset allocation percentages. The concept is akin to a "buy and hold" strategy, rather than an active trading approach. Of course, the strategic asset allocation targets may change over time as the client's goals and needs change and as the time horizon for major events such as retirement and college funding grow shorter.

### **Risk of Loss**

Clients must understand that past performance is not indicative of future results. Therefore, current and prospective clients (including you) should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities through our investment management program.

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When you invest in a an ETF or mutual fund, you will bear additional expenses based on its pro rata share of the ETFs or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

## Item 9 – Disciplinary Information

This item is not applicable to BFCP because there are no legal or disciplinary events listed at Item 9 of the Form ADV Part 2 instructions for BFCP or its management.

## Item 10 – Other Financial Industry Activities and Affiliations

### **Other Financial Industry Activities or Affiliations**

BFCP is **not** and does **not** have a related company that is a (1) “hedge fund,” and offshore fund, (2) futures commission merchant, commodity pool operator, or commodity trading advisor, or (3) banking or thrift institution.

### **Our Affiliated Broker-Dealers – Berthel Fisher & Company Financial Services, Inc. and Securities Management and Research, Inc.**

BFC has two affiliated firms, Berthel Fisher & Company Financial Services, Inc. and Securities Management and Research, Inc., which are both registered as broker/dealers.

BFC is under common ownership with Berthel Fisher & Company Financial Services, Inc. BFC and Berthel Fisher & Company Financial Services, Inc. are owned by Berthel Fisher & Company, which a majority interest is owned by FBL Financial Group, Inc. and Thomas J. Berthel, who is also Chief Executive Officer of BFC, Berthel Fisher & Company Financial Services, Inc. and Berthel Fisher & Company. Berthel Fisher & Company Financial Services, Inc. is also registered as an Investment Advisor.

Similarly, BFC and Securities Management and Research, Inc. are under common ownership. Securities Management and Research, Inc. is owned by One Financial, Inc., which is a wholly owned subsidiary of Berthel Fisher & Company, which a majority interest is owned by FBL Financial Group, Inc. and Thomas J. Berthel, who is the Chief Executive Officer of both BFC, Securities Management and Research, Inc., and Berthel Fisher & Company.

Your investment adviser may be licensed to sell securities in the capacity as a registered representative with one of our two affiliated broker-dealers, Berthel Fisher & Company Financial Services, Inc. or Securities Management and Research, Inc. Your investment adviser representative, acting in his or her separate capacity as a registered representative of our affiliated broker-dealer, may sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products to investment advisory clients. As such, your investment adviser representative may suggest that you implement investment advice by purchasing securities products through a commission-based account introduced through our affiliated broker-dealer in addition to an investment advisory account. In the event that you elect to purchase these products through our affiliated broker-dealer, your investment adviser, in the capacity as registered representative, and our affiliated broker-dealer will receive the normal and customary commission compensation in connection with the specific product purchased. BFCP does not require your investment adviser representative to encourage you to implement investment advice through our affiliated broker-dealer. You are free to implement investment advice through any broker/dealer or product sponsor you may select. However, please understand that, due to certain regulatory constraints, your investment adviser representative, in the capacity as a dually registered representative, must place all purchases and sales of securities products in commission-based brokerage accounts through our affiliated broker-dealer.

In certain transactions, at the same time that BFCP acts as investment adviser to a client, our affiliated broker-dealer may act as a broker for you and for another party on the other side of the transaction (“Agency Cross-Transactions”). BFCP and our affiliated broker-dealer may receive compensation from each party to such transactions and have a potentially conflicting division of loyalties and responsibilities regarding both parties to such transactions. In the event that BFCP desires to act as a broker and/or investment adviser and participate in Agency Cross-Transactions on behalf of you, BFCP will obtain written consent from you prior to participating in an Agency Cross-Transition. This consent may be revoked at any time by written notice to BFC.

### **Berthel Fisher & Company Insurance, Inc.**

BFCP is under common ownership with Berthel Fisher & Company Insurance, Inc., a licensed insurance agency. Your investment adviser representative may be licensed as a life insurance agent with Berthel Fisher & Company Insurance, Inc. or another agency and may sell insurance and annuity products to you. In the event that you buy life insurance or an annuity through your investment adviser representative in his or her separate capacity as an insurance agent, your investment adviser representative will receive separate and typical compensation for the insurance or annuity sale. You are not obligated to utilize your investment adviser representative in his or her separate capacity as an insurance agent for life insurance or annuity transactions.

### **Third-Party Money Managers & Sub-Advisors**

BFCP has developed several programs, previously described in Item 5 of this Disclosure Brochure, designed to allow your investment adviser representative to recommend and select unaffiliated investment advisers for clients. The selected unaffiliated investment advisers will act as either an outside money manager, sub-adviser of sub-manager. Whenever another investment adviser is selected to manage all or a portion of your assets, the outside investment adviser will be paid a portion of the fees you are charged and BFCP and your investment adviser representative will also receive a portion of the fees you are charged. Please refer to *Item 5* for full details regarding the programs, fees, conflicts of interest and materials arrangements when select other investment advisers.

## **Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading**

### **Code of Ethics Summary**

SEC Rule 204A-1 under the Investment Advisers Act of 1940 requires an investment adviser to establish, maintain and enforce a code of ethics. BFCP has established a code of ethics that will apply to all of our supervised persons. An investment adviser is considered a fiduciary according to the Investment Advisers Act of 1940. As a fiduciary, it is an investment adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. BFCP has a fiduciary duty to all clients. This fiduciary duty is considered the core underlying principle for BFCP's code of ethics, which also covers our insider trading and personal securities transactions policies and procedures. BFCP requires all of our supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and when changes occur, all supervised persons will sign an acknowledgement that they have read, understand and agree to comply with BFCP's code of ethics. BFCP has the responsibility to make sure that the interests of all clients are placed ahead of BFC's or our supervised person's own investment interests. Full disclosure of all material facts and potential conflicts of interest will be provided to you prior to any services being conducted. BFCP and our supervised persons must conduct business in an honest, ethical and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of BFCP's code of ethics. Clients may review the BFCP's code of ethics in its entirety upon request.

### **Affiliate and Employee Personal Securities Transactions Disclosure**

BFCP or our associated persons may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a potential conflict of interest. It is the express

policy of BFCP that all persons associated in any manner with the firm must place the interests of our clients ahead of their own when implementing personal investments. BFCP and our associated persons shall not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of his/her employment unless the information is also available to the investing public upon reasonable inquiry. In order to minimize this conflict of interest, securities recommended by BFCP typically are widely held and publicly traded.

## **Item 12 – Brokerage Practices**

BFCP's trading policies and procedures prohibit unfair trading practices and seek to avoid conflicts of interests, where possible, or to disclose conflicts when they arise. BFCP will attempt to resolve conflicts in your favor when reasonably possible.

### **Best Execution**

As a fiduciary, BFCP owes a duty to obtain best execution of your transactions managed by us. In general, we must execute securities transactions in such a manner that the total cost or proceeds in each transaction is the most favorable under the circumstances. However, best execution does not necessarily mean the lowest available price. Instead, the totality of the arrangement and services provided by a broker-dealer or qualified custodian must be examined to determine a qualitative measure of best execution. Based on these principles, commission and fee structures of various broker/dealers are periodically reviewed in order to evaluate the execution services provided by our affiliated broker/dealers and qualified custodians used by BFCP. Accordingly, while BFCP does consider competitive rates, it does not necessarily obtain the lowest possible commission rates for client account transactions. Therefore, the overall services provided by BFCP's affiliated broker-dealers and qualified custodians are evaluated to determine best execution.

You may pay higher commissions or trade execution charges through the trading platforms approved by BFCP than through platforms that have not been approved by BFCP. Not all investment advisers restrict or limit the broker/dealers their clients can use. Some investment advisers permit their clients to select any broker/dealer of the client's own choosing.

### **Handling of Trade Errors.**

BFCP has implemented procedures designed to prevent trade errors; however, trade errors in your accounts cannot always be avoided. Consistent with our fiduciary duty, it is the policy of BFCP to correct trade errors in a manner that is in your best interest. In cases where you cause the trade error, you will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, you may not be able to receive any gains generated as a result of the error correction. In all situations where you do not cause the trade error, you will be made whole and any loss resulting from the trade error will be absorbed by BFCP or your investment adviser representative if the error was caused by us. Your investment adviser may talk with you to determine if you would like the trade error corrected. If the error is caused by the broker-dealer, the broker-dealer will be responsible for covering all trade error costs.

### **Block Trading Policy**

Transactions implemented by your investment adviser representative for your accounts are generally effected independently, unless your investment adviser representative decides to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by your investment adviser representative when he or she believe such action may prove advantageous to clients. When your investment adviser

representative aggregates client orders, the allocation of securities among client accounts will be done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among your investment adviser's clients in proportion to the purchase and sale orders placed for each client account on any given day. When your investment adviser representative determines to aggregate client orders for the purchase or sale of securities, including securities in which your investment adviser representative may invest, BFCP will do so in accordance with the parameters set forth in the SEC No-Action Letter, SMC Capital, Inc. It should be noted, BFCP and your investment adviser representative do not receive any additional compensation or remuneration as a result of aggregation.

### **Agency Cross Transactions**

An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory clients and for another person on the other side of the transaction. Agency cross transactions typically may arise where an advisor is dually registered as a broker-dealer or has an affiliated broker-dealer. Agency cross transactions are permitted for investment advisers only if certain conditions are met under Section 206(3) of the Investment Advisers Act of 1940 or SEC Rule 206(3)-2.

BFCP may engage in agency cross transaction only when it is deemed to be in the best interests of both clients and neither client is disfavored. Such cross transactions will only be used when it can be determined that doing so would achieve "best execution" and benefit the clients involved by saving commissions, market impact costs, and other transaction charges. Agency cross transactions involving an advisory client will be transacted without any compensation, unless specifically approved by BFC's Director of Trading in compliance with the above criteria and in accordance with either Section 206(3) of the Investment Advisers Act of 1940 or SEC Rule 206(3)-2.

Where compensation is approved for an agency cross transaction involving advisory clients, BFCP will provide a written disclosure to the customers that BFC's affiliate will act as broker for, receive compensation from, and have a potential conflicting division of loyalties regarding both parties to the transaction. BFCP will also receive written, executed consent from the client prospectively authorizing BFCP and BFC's affiliated broker-dealer to effect agency cross transaction in your accounts.

Where compensation is charged, BFCP and our affiliated broker-dealer will send to each client at or before completion of the transaction, information which includes the date of the transaction, a statement of the nature of the transaction, an offer to furnish the time the transaction took place, and the total of all compensation received. Our affiliated broker-dealer through its clearing firm will provide each client, who was a party to an agency cross transaction for compensation, an annual written disclosure statement identifying the total number of agency cross transactions since the last statement, and the total compensation received.

It should be noted that agency cross transactions can only be processed through accounts introduced by BFC's affiliated broker-dealer and such transactions are not available through Institutional RIA Account platforms.

## **Item 13 – Review of Accounts**

### **Account Reviews and Reviewers**

Financial planning services terminate upon presentation of the written plan or completion of the consultation services. Therefore, no reviews are conducted for these accounts. If you elect to have a review and update to an original financial plan, additional fees may be charged and you may be required to sign a new client agreement.

Your investment adviser representative is in charge of conducting on-going reviews of your accounts subject to our asset management services. Therefore, you will need to contact your investment adviser representative for the most current information and status of your accounts.

For accounts subject to our asset management services, reviews are provided on an on-going basis; typically based on a schedule agreed upon by you and your investment adviser representative. BFCP does not impose a specific review schedule that all investment adviser representatives must follow. Generally the calendar is the main triggering factor for client reviews. However, more frequent reviews may be provided to any account depending on, among other issues, changes to your financial situation, personal situation or changes in market conditions.

Your accounts subject to our asset management services are reviewed by your investment adviser representative to analyze if the account is being managed in accordance with your chosen investment objective, that the account is properly balanced, if it is being managed according to a specific asset allocation model, and to verify the accuracy of account holdings and fee deductions. For accounts managed by outside money managers, your investment adviser representative will monitor the performance of the outside money manager and conduct reviews with you as necessary.

If your accounts are subject to asset management services or outside money managers, your investment adviser representative will generally contact you at least annually, or on a schedule agreed upon by you and your investment adviser representative, to discuss changes in your goals, investment objectives, and personal and financial situation.

BFCP encourages you to request a review with your investment adviser representative to discuss such things as account performance, changes in your investment objectives, goals, and financial situation, tax planning, estate planning, retirement planning and any other questions you may have concerning their investment portfolio. If you only receive financial planning services from your investment adviser, you may be charged a separate fee for meetings with your investment adviser representative. You should read carefully the client agreement with BFCP to determine the amount of such separate fees, if any.

### **Statements and Reports**

For asset management services, you are provided with transaction confirmation notices and regular summary account statements directly from the qualified custodian.

Whether reports by outside money manager are provided to you will depend upon the outside money manager.

You are encouraged to always compare any reports or statements provided by BFCP, your investment adviser representative or outside money manager against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact BFCP and the qualified custodian preparing the statement.

## **Item 14 – Client Referrals and Other Compensation**

### **Other Compensation**

Your investment adviser representative, in his or her separate capacity as a registered representative of our affiliated broker-dealers may receive commissions from the execution of securities transactions. In addition, your investment adviser representative may receive 12b-1 fees from certain mutual fund companies as outlined in the fund's prospectus. 12b-1 fees come from fund assets, therefore, indirectly from client assets. The receipt of such fees could represent an incentive for your investment adviser



representative to recommend funds with 12b-1 fees over funds that have no fees or lower fees. As a result, there is a potential conflict of interest. When managing ERISA and qualified accounts, your investment adviser representative must lower or offset the management fee by the amount of 12b-1 fees and other commissions received in the event such types of compensation are received by your investment adviser representative in their individual capacity as registered representative of Berthel Fisher & Company Financial Services, Inc.

Your investment adviser representative may also be licensed as an insurance agent, including those approved to conduct business under BFCP's affiliated insurance agency, Berthel Fisher & Company Insurance, Inc., and receive commissions and other incentive awards for the recommendation/sale of annuities and other insurance products. The receipt of this compensation may affect the judgment of your investment adviser representative when recommending insurance products to you.

While your investment adviser representative endeavors, at all times, to put the interests of you first, the receipt of commissions and additional compensation itself creates a conflict of interest, and may affect the judgment of your investment adviser representative when making recommendations. In addition to the economic benefits, including assistance and services, detailed above, our affiliated broker-dealers enter into specific arrangement with product sponsors and other third parties. Your investment adviser representative may offer a wide variety of products and programs including mutual funds, annuities, life insurance, and investment wrap programs (collectively referred to as "Approved Product Companies"). BFCP and our affiliated broker-dealers may have entered into various arrangements with some Approved Product Companies referred to as revenue sharing arrangements. Although BFCP and affiliated broker-dealers endeavor at all times to put the interest of our clients ahead of our own or those of our officers, directors, or representatives ("affiliated persons"), these arrangements could affect the judgment of BFCP or our affiliated persons when recommending investment products. These situations present a conflict of interest that may affect the judgment of our affiliated persons.

For additional information on a particular product's payment and compensation practices, please see the prospectus, offering documents or statements of additional information.

### **Solicitors – Referring Parties**

BFCP may enter into arrangements with individuals ("Solicitors") who will refer clients that may be candidates for investment advisory services to BFCP. In return, BFCP agrees to compensate the Solicitor for the referral. Compensation to the Solicitor is dependent on the client entering into an advisory agreement with BFCP. Compensation to the Solicitor will be an agreed upon percentage of BFCP's investment advisory fee or a flat fee depending on the type of advisory services BFCP provides to clients.

It should be noted that not all investment adviser representatives of BFCP work with Solicitors. In fact, most investment adviser representatives of BFCP do not use Solicitors.

All solicitation/referral fees are paid pursuant to a written agreement retained by both BFCP and the Solicitor. Solicitors are required to provide client with a copy of BFCP's Form ADV Part 2 and a Solicitor Disclosure Document at the time of solicitation and the Solicitor will provide BFCP with an acknowledgement from the client of receiving those disclosures. Acknowledgement must be obtained prior to or at the time of entering into any investment advisory contract with BFCP. Solicitors are not permitted to offer clients any investment advice on behalf of BFC Planning, Inc. The advisory fee charged to clients may increase as a result of compensation being shared with the Solicitor.

### **Banks**

BFCP's affiliated broker dealers, Berthel Fisher & Company Financial Services, Inc. and Securities Management and Research, Inc., have established and will continue to establish marketing arrangements with banks and other depository institutions. In certain circumstances, investment advisory services of BFCP may also be marketed through these banks and other depository institutions, provided that such marketing is done in compliance with applicable SEC and state regulations. Further, BFCP may have investment adviser representatives conducting business from and/or affiliated with a bank or other depository institution. These relationships create compliance issues relative to consumer protection.

The joint guidelines of regulators of the depository institution call for, at a minimum, both written and verbal disclosure at, or prior to the time securities products are purchased or sold that such securities products:

- Are not insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund, the Federal Deposit Insurance Corp., the National Credit Union Administration, or any other federal or state deposit guarantee fund or other government agency;
- Not endorsed or guaranteed by the bank or credit union or their affiliates;
- Are not deposits or obligations of the depository institutions and are not guaranteed by the depository institutions;
- Investments and securities are subject to investment risks, including possible loss of principal invested.

### **Item 15 – Custody**

Custody, as it applies to investment advisers, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

BFCP is deemed to have custody of client funds and securities whenever BFCP is given the authority to have fees deducted directly from client accounts.

For accounts in which BFCP is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from BFCP. When clients have questions about their account statements, they should contact BFCP the qualified custodian preparing the statement.

**\*\* Please note that payment for fees, securities and any other items cannot be made payable to your investment adviser representative, his or her staff members or entities owned by your investment adviser representative. Payment for financial planning fees should be made payable to BFC Planning, Inc. Payment for the purchase of securities and for the purpose of funding an account must be made payable to the qualified custodian of your account. The qualified custodian will never be your investment adviser representative or any entity controlled by your investment adviser representative.**

### **Item 16 – Investment Discretion**

Upon receiving your written authorization if you are participating in our asset management services, BFCP will maintain trading authorization over your designated account. Upon receiving your written authorization, BFCP may also implement trades on a **discretionary** basis. When discretionary authority is granted, BFCP will have the authority limited to determining the type of securities to be bought, sold or exchanged and the amount of securities that can be bought, sold or exchanged for your portfolio without obtaining your consent for each transaction.

If you do not grant this limited investment discretion, your investment adviser representative will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, BFCP will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, if you are not able to be reached or are slow to respond to our request, it can have an adverse impact on the timing of trade implementations and we may not achieve the optimal trading price.

You have the ability to place reasonable restrictions on the types of investments that may be purchased in an account. You may also place reasonable limitations on the discretionary power granted to your investment adviser representative so long as the limitations are specifically set forth or included as an attachment to the client agreement.

With respect to certain program available under the sub-advisory platforms, upon receiving your written authorization, BFCP through your investment adviser representative may exercise limited discretionary authority to hire/fire investment advisers on your behalf available within the program. Please refer to the program sponsor's disclosure document and client agreement for additional details about this discretionary authority.

#### **Item 17 – Voting Client Securities**

BFCP will not vote proxies on behalf of your account. We have determined that taking on the responsibility for voting client securities does not add enough value to the services provided to clients to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in accounts managed by BFC.

Clients will receive proxies directly from their qualified custodian or transfer agent and such documents will not be delivered by our firm. Although we do not vote client proxies, if you have a question about a particular proxy feel free to contact your investment adviser representative.

With respect to accounts established through an outside money manager, you will need to refer to each outside money manager's disclosure brochure to determine whether the outside money manager will vote proxies on your behalf. You may request a complete copy of outside money manager's proxy voting policies and procedures as well as information on how the individual client's proxies were voted by contacting your investment adviser representative at BFC.

#### **Item 18 – Financial Information**

BFCP does not require or solicit prepayment of more than \$1200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients.



## CONSUMER PRIVACY

### PRIVACY NOTICE AND POLICY

You are receiving this privacy notice from Berthel Fisher & Company and its subsidiaries and affiliates, including but not limited to BFC Planning, Inc. (member FINRA/SIPC), Securities Management and Research, Inc. (member FINRA/SIPC), Berthel Fisher & Company Planning, Inc. on behalf of Berthel Growth & Income Trust I and Berthel SBIC LLC and Commercial Power Finance, Inc. (collectively referred to as "Berthel Fisher") and on behalf of the Registered Representatives and Investment Adviser Representatives who are associated with Berthel Fisher ("Representative") because you are either a customer or investor of Berthel Fisher or are considering becoming one. This notice describes our practice concerning the handling of your personal information.

### SECURITY STANDARDS

Berthel Fisher is constantly attempting to update and improve its security standards and procedures to help protect against disclosure of information to unauthorized parties. Only those persons who need to do so as part of their job responsibilities are authorized to have access to your information. We train our employees on privacy and information security and on their obligations to protect your information.

### INFORMATION WE GATHER AND SHARE WITH OTHER COMPANIES

We do collect and retain nonpublic personal information about you, including information we receive from you or your Representative, such as your name and address, tax identification number, account balances, financial information, servicing information and brokerage activity.

While we do not sell any information to any third parties, we may disclose nonpublic personal information about you to affiliates, Representatives or to third party firms we may retain for clearing, accounting, legal or computer and software services and as permitted by law. We are selective in choosing these companies and we restrict the information we provide them to only what they need to do their job. They are not permitted to use the information for any purpose other than to assist in the servicing of your accounts or as permitted by law and they are not permitted to release this information, use it for their own purposes or transfer it to any other party. If you close your account or if your Representative elects to change broker-dealers, your Representative will be permitted to retain copies of your non-public information to assist with the timely transfer of your account and to continue to serve you at the new firm. If you do not want your Representative to transfer this information, please contact 1-(800)-356-5234 to opt out of this information sharing.

### MAINTAINING ACCURATE INFORMATION

We strive to maintain complete and accurate information about you and your accounts. If you ever believe that our records contain inaccurate or incomplete information about you, or you believe we have reported information about you which we should not have done, please let us know immediately. We will investigate your concern and correct any inaccuracies we find and will confirm with you, any actions we take.

Please send your notice to:

Berthel Fisher & Company  
701 Tama Street, Building B  
Marion, Iowa 52302  
1-800-356-5234