

Global Financial Private Capital, LLC

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This Brochure provides information about the qualifications and business practices of Global Financial Private Capital, LLC. If you have any questions about the contents of this Brochure, please contact us at 941-918-0507 or email at tlyle@gf-pc.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Global Financial Private Capital, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to Global Financial Private Capital, LLC as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

Since the previous Annual Amendment filing on March, 2014, this ADV Part 2A Brochure has been materially amended as follows:

Item 4.B. has been updated with respect to the sub-advisory services that Global Financial Private Capital, LLC receives from its affiliated registered investment adviser, Aviance Capital Management, LLC and the material conflicts of interest that arise as a result of this arrangement. As amended, Item 4.B. indicates that when managing accounts on a sub-advisory basis, Aviance Capital Management, LLC may, at its discretion, allocate assets to certain exchange traded funds to which Aviance Capital Management, LLC provides sub-advisory services and in which Global Financial Private Capital, LLC may have a financial interest.

Item 7 was updated to reflect multiple new portfolio options and the minimum amount to invest in each.

Item 9 has been updated to reflect Global Financial Private Capital, LLC being named, along with one of our IARs, in a consent order from the State of Alabama for not following our marketing material review process with respect to a radio advertisement.

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Item 4 **Advisory Business**

- A. Global Financial Private Capital, LLC is a limited liability company formed in 2004 in the State of Florida. Global Financial Private Capital, LLC became registered as an Investment Adviser Firm in July 2004. Global Financial Private Capital, LLC is equally controlled by Michael J. Dixon and Geoffrey A. Frazier. Each gentleman's stock is held by a limited liability company that they control. MCCE, LLC and GEMGC, LLC respectively.
- B. As discussed below, Global Financial Private Capital, LLC offers to its clients (individuals, business entities, trusts, estates and charitable organizations, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning and related consulting services.

INVESTMENT ADVISORY SERVICES

The client may engage Global Financial Private Capital, LLC to provide discretionary and/or non-discretionary investment advisory services on a wrap or non-wrap *fee* basis. (*See* discussion below). If a client engages Global Financial Private Capital, LLC on a wrap fee basis, the client will pay a single fee for bundled services (i.e. investment advisory, trade execution, custody). The services included in a wrap fee agreement will depend upon each client's particular need. If the client engages Global Financial Private Capital, LLC on a non-wrap fee basis, the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, trade execution, custody).

Global Financial Private Capital, LLC's annual investment advisory fee shall include investment advisory services, and may also include, to the **extent specifically requested** by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services, Global Financial Private Capital, LLC may be contracted to perform the agreed upon consultations for a fee, the dollar amount of which shall be set forth in a separate written agreement with the client (*See* FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE) in the next section).

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent requested by a client, Global Financial Private Capital, LLC *may* provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone basis. Global Financial Private Capital, LLC's planning and consulting fees are negotiable, but generally range from \$175 to \$5,000 on a fixed fee basis, and from \$175 to \$500 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). The fees for financial planning services may be waived by the investment advisory representative in certain circumstances. As the circumstances are specific to each financial planning client relationship, the investment advisory representative will make the determination as to whether or not fees will be charged after initial consultations with the client.

Prior to engaging Global Financial Private Capital, LLC to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with Global Financial Private Capital, LLC setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Global Financial Private Capital, LLC commencing services. The advisory relationship ends when the planning that has been contracted has occurred and the fee has been paid by the client. In order to continue the relationship and implement any or all of the financial planning recommendations, it is necessary to enter into a continuing investment management agreement and proceed via the guidance found later in this brochure.

NON-WRAP FEE BASIS

The client can agree to have Global Financial Private Capital, LLC provide discretionary and/or non-discretionary investment advisory services on a *fee* basis. Generally, Global Financial Private Capital, LLC's annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under Global Financial Private Capital, LLC's management.

GLOBAL FINANCIAL PRIVATE CAPITAL, LLC PRIVATE CAPITAL WRAP PROGRAM

Global Financial Private Capital, LLC may provide investment management services on a wrap fee basis in accordance with Global Financial Private Capital, LLC's investment management wrap fee program (the "Program"). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, Global Financial Private Capital, LLC is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure. All prospective Program participants should read Global Financial Private Capital, LLC's Wrap Fee Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. Fidelity Investments, LLC ("*Fidelity*") shall serve as the custodian for Program accounts.

Please Note: As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by Global Financial Private Capital, LLC for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

MISCELLANEOUS ADVISORY SERVICES DISCLOSURE

Non-Investment Consulting/Implementation Services. If requested by the client, Global Financial Private Capital, LLC may provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither Global Financial Private Capital, LLC, nor any of its representatives, serves as an accountant or attorney, and no portion of Global Financial Private Capital, LLC's services should be construed as same. To the extent requested by a client, Global Financial Private Capital, LLC may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.), including certain of Global Financial Private Capital, LLC's investment adviser representatives in their separate registered/licensed capacities as discussed below. The

client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Global Financial Private Capital, LLC.

Please Note: If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Client responsibility. It remains the client's responsibility to promptly notify Global Financial Private Capital, LLC if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Global Financial Private Capital, LLC's previous recommendations and/or services.

Fee Differentials. As indicated in Item 5 below, Global Financial Private Capital, LLC shall price its services based upon various objective and subjective factors. As a result, Global Financial Private Capital, LLC's clients could pay diverse fees based upon the market value of their assets, the complexity of the engagement, geographic differences, and the level and scope of the overall financial planning and/or consulting services to be rendered. The services to be provided by Global Financial Private Capital, LLC to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly.

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

Sub-Advisory Agreement with Affiliated Investment Adviser. Under its Investment Management Agreement, Global Financial Private Capital, LLC has discretionary authority to hire and fire Sub-Advisor(s), which will manage the investments in your designated account on a discretionary basis in accordance with your stated investment objectives. Global Financial Private Capital, LLC has a Sub-Advisory Agreement in place with Aviance Capital Management, LLC ("Aviance"), an affiliated SEC registered investment adviser firm. Global Financial Private Capital, LLC owns 28.8% of Aviance Capital Management.

In Aviance's role as an institutional money manager, Aviance provides sub-advisory services to both affiliated and non-affiliated entities and product sponsors. When managing certain accounts on a sub-advisory basis, Aviance may, at its discretion, allocate a portion of the assets to certain investment products in which they act as sub-adviser (specifically, Exchange Traded Funds—"ETFs"), and where an affiliate of Global Financial Private Capital, LLC may have a financial interest (i.e. receives an ongoing revenue stream based upon the total assets invested in the ETFs). Where this situation

occurs, Aviance believes that the ETFs provide a prudent diversified investment option for its sub-advised accounts. However, allocation to this particular type of ETF presents the following material conflict of interest: (1) Aviance will earn an additional fee for its ETF sub-advisory services (in addition to the sub-advisory fee paid to it by Global Financial); and (2) Global Financial has a financial interest in the success of the ETFs (i.e., Global Financial will earn compensation based upon the amount of assets invested in the ETFs). Given these conflicts of interest, a Global Financial client can direct Global Financial, in writing, not to permit the Registrant to use the ETFs for the client's portfolio.

If you have any questions about this potential conflict, please consult either your Global Financial investment advisory representative and/or Global Financial's Chief Compliance Officer, Timothy Lyle.

Sub-Advisory Agreement with Unaffiliated Investment Adviser. Global Financial Private Capital, LLC also has additional agreements in place for advisory services from various, unaffiliated entities. The agreements are with Federated Investment Counseling, F-Squared Investments, Inc., Braver Capital Management, Clark Capital Management Group Inc., and Bernstein Research and Astor Asset Management LLC.

Sub-Account Management Services. Global Financial Private Capital, LLC may be engaged to manage your variable annuity or variable life contract by selecting, monitoring and exchanging, as appropriate, sub-accounts available from the insurance company issuing the variable annuity or variable life contract.

Please Note: Global Financial Private Capital, LLC's ability to select or modify your variable annuity or variable life contract shall be limited by the selections made available by the insurance company that issued your variable annuity or variable life contract.

Please Also Note. 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.

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 a broker-dealer, your investment adviser representative 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 Global Financial Private Capital, LLC. If your investment adviser representative received a commission for selling you a variable annuity or variable life contract, Global Financial Private Capital, LLC will not accept your variable annuity or variable life contract for management until it has been at least two years from the date of such sale.

Private Investment Funds. Global Financial Private Capital, LLC may provide investment advice regarding unaffiliated private investment funds. Global Financial Private Capital, LLC's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines that they would like to become a private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for

purposes of Global Financial Private Capital, LLC calculating its investment advisory fee. Global Financial Private Capital, LLC's clients are under no obligation to consider or make an investment in a private investment fund(s).

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike other liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Valuation. In the event that Global Financial Private Capital, LLC references private investment funds owned by the client on any supplemental account reports prepared by Global Financial Private Capital, LLC, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by the fund sponsor. If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) could be **significantly more or less** than the original purchase price.

REITs Global Financial Private Capital, LLC may provide advice regarding real estate investment trusts (REITs) and real estate partnerships. Some of the REITS that are the subject of Global Financial Private Capital, LLC's advisory services are not publicly traded. In other words, the lack of an active secondary market for the sale of such REITS can limit a client's ability to dispose of such investments in a timely manner and/or at an advantageous price. Consequently, a client should exercise caution to avoid over-concentration of their assets in these illiquid investments.

In order for a REIT to be purchased in a Global Financial Private Capital, LLC advisory account, the REIT distributor needs to provide *advisory-class pricing* for their products. Generally this means that the REIT distributor allows purchases at a price that "waives" the sales charge, or "load", thus allowing Global Financial Private Capital, LLC to include the product in the comprehensive billing that is already established for the client's account.

It is likely the price of a REIT listed on your account statement provided by a custodian only reflects the original purchase price and does not reflect any price or value from a secondary market, a repurchase offered by the sponsor or the book value. It is possible that the actual value of the REIT on a secondary market or through a repurchase by a sponsor is significantly less than the original purchase price shown on the account statement provided by the custodian. To the extent that an alternative investment such as a REIT is included in your program, the alternative investment may be subject to an asset management fee by Global Financial Private Capital, LLC, which will be based upon the current valuation set by the product sponsor, as reflected on the custodian's account statement.

Please note: The value reflected on the account statement does not necessarily reflect the actual value of the alternative investment. Please refer to your investment advisory agreement with Global Financial Private Capital, LLC for more details.

Please Note: Non-Discretionary Service Limitations. Clients that determine to engage Global Financial Private Capital, LLC on a non-discretionary investment advisory basis **must be willing to accept** that Global Financial Private Capital, LLC cannot effect any account transactions without obtaining prior verbal consent to any such transaction(s) from the client. Thus, in the event of a market correction during which the client is unavailable, Global Financial Private Capital, LLC will be unable to effect any account transactions (as it would for its discretionary clients) **without first obtaining the client's verbal consent.**

Independent Managers. Global Financial Private Capital, LLC may allocate (and/or recommend that the client allocate) a portion of a client's investment assets among unaffiliated independent investment managers in accordance with the client's designated investment objective(s). In such situations, the Independent Manager[s] shall have day-to-day responsibility for the active discretionary management of the allocated assets. Global Financial Private Capital, LLC shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which Global Financial Private Capital, LLC shall consider in recommending Independent Manager[s] include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research.

Trade Errors. Global Financial Private Capital, LLC has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is the policy of Global Financial Private Capital, LLC to correct trade errors in a manner that is fair to the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client will not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and any loss resulting from the trade error will be absorbed by Global Financial Private Capital, LLC if the error was caused by the firm. If the error is caused by the broker-dealer, the broker-dealer will be responsible for covering all trade error costs. The trade will be moved to an error account and will be dealt with at the discretion of the broker dealer.

Client Obligations. In performing its services, Global Financial Private Capital, LLC shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify Global Financial Private Capital, LLC if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Global Financial Private Capital, LLC's previous recommendations and/or services.

Disclosure Statement. A copy of Global Financial Private Capital, LLC's written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, simultaneously with, the execution of the *Investment Advisory Agreement or Financial Planning and Consulting Agreement*.

- C. Global Financial Private Capital, LLC shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter,

Global Financial Private Capital, LLC shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at anytime, impose reasonable restrictions, in writing, on Global Financial Private Capital, LLC's services.

- D. There is no significant difference between how Global Financial Private Capital, LLC manages wrap fee accounts and non-wrap fee accounts. However, as stated above, if a client engages Global Financial Private Capital, LLC on a wrap fee basis, the client will pay a single fee for bundled services (i.e. investment advisory, trade execution, custody) (*See* Item 4.B). The services included in a wrap fee agreement will depend upon each client's particular need. If the client determines to engage Global Financial Private Capital, LLC on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, trade execution, custody).

Please Note: When managing a client's account on a wrap fee basis, Global Financial Private Capital, LLC shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

- E. As of December 31, 2014, Global Financial Private Capital, LLC had \$5,440,437,278 in assets under management on a discretionary basis and \$0 in assets under management on a non-discretionary basis.

Item 5 Fees and Compensation

- A. The client can engage Global Financial Private Capital, LLC to provide discretionary and/or non-discretionary investment advisory services on a wrap or non-wrap fee basis. Global Financial Private Capital, LLC's annual investment advisory fee shall include investment advisory services, and, to the **extent specifically requested** by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of Global Financial Private Capital, LLC), Global Financial Private Capital, LLC may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

NON-WRAP FEE BASIS

If a client engages Global Financial Private Capital, LLC to provide discretionary and/or non-discretionary investment advisory services on a non-wrap fee basis, Global Financial Private Capital, LLC's annual investment advisory fee is negotiable and may not exceed 2.90% of the total assets placed under Global Financial Private Capital, LLC's management/advisement. The fee shall be based upon the level and scope of the overall investment advisory services to be rendered, which is based upon various **objective and subjective factors**. These factors include, but are not limited to, the amount of the assets placed under the Registrant's management, the level and scope of financial planning and consulting services to be rendered, and the complexity of the engagement. (See ***Fee Differentials*** discussed above).

In addition to Global Financial Private Capital, LLC's annual investment advisory fee, you will incur fees charged by the Sub-Advisor in addition to the investment advisory

fees charged by Global Financial Private Capital, LLC. The Sub-Advisors' fee range is typically between 0.10% and 0.90%, and these fees are stated in the Sub-Advisor's disclosure brochure. Global Financial Private Capital, LLC may select and retain, utilizing the discretionary authority granted by you, Aviance Capital Management, LLC, as a Sub-Advisor. Aviance Capital Management, LLC, is an affiliate of Global Financial Private Capital, LLC subject to common control. Aviance Capital Management, LLC, may charge an investment advisory fee separate from and in addition to the investment advisory fee charged by Global Financial Private Capital, LLC, and there may be other third-party managers which may offer similar sub-advisory services for a fee which is more or less than charged by Aviance Capital Management, LLC. See Item 10.C below for more information concerning Global Financial Private Capital, LLC's relationship with Aviance Capital Management, LLC.

Clients who engaged Global Financial Private Capital, LLC on a non-wrap fee basis to advise and implement equity programs will incur advisory fees, inclusive of all Sub-Advisor fees, not to exceed 2.90%. Clients who engage Global Financial Private Capital, LLC on a non-wrap fee basis to advise and implement fixed income programs will incur advisory fees, inclusive of all Sub-Advisor fees, not to exceed 2.00%.

GLOBAL FINANCIAL PRIVATE CAPITAL, LLC PRIVATE CAPITAL WRAP PROGRAM

If a client engages Global Financial Private Capital, LLC to provide investment management services on a wrap fee basis, they will be provided a Wrap Fee Program Brochure where services offered, costs, terms and conditions of the Program are discussed. Under the Program, Global Financial Private Capital, LLC is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges up to 2.90%, depending upon the asset composition in the account.

SUB-ACCOUNT MANAGEMENT SERVICES

Global Financial Private Capital, LLC may be engaged to manage your variable annuity or variable life contract by selecting, monitoring and exchanging, as appropriate, sub-accounts inside of a variable life insurance or annuity contract. **Please Note:** Global Financial Private Capital, LLC's ability to select or modify your variable annuity or variable life contract shall be limited by the selections made available by the insurance company that issued your contract.

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/or variable life contract under Global Financial Private Capital, LLC's 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 Global Financial Private Capital, LLC. The exact annual fee charged by Global Financial Private Capital, LLC will be agreed to by you and your investment adviser representative prior to commencing services and stated in the client agreement. The following is the maximum fee schedule that your investment adviser representative may charge you for this service:

Maximum Fee Schedule

<u>Value of VA & VL Under Management</u>	<u>Fee</u>
\$100,000 or less	1.75%
\$100,001 - \$250,000	1.50%
\$250,001 - \$499,999	1.25%
\$500,000 - \$1,999,999	1.00%
\$2,000,000 or more	Negotiable

Please Note: The annual fee is paid in arrears in quarterly installments, which is different from how the fees are treated in other services provided by Global Financial Private Capital, LLC.

The fees for the VA Program are calculated and due based upon the total value of your variable annuities and variable life contracts under management as of March 31, June 30, September 30 and December 31. 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 Global Financial Private Capital, LLC.

You will have the option to pay directly the quarterly investment advisory fee to Global Financial Private Capital, LLC upon receiving an invoice or to have the investment advisory fee automatically deducted from your variable annuity and/or variable life contract by your insurance company and paid to Global Financial Private Capital, LLC.

Please Note: Any fee deducted directly from a variable insurance contract may reduce, eliminate or negatively modify certain riders and benefits available in the contract.

In the event that your investment adviser representative sold you the variable annuity and/or variable life contract in their separate capacity as a registered representative of a broker-dealer, your investment adviser representative 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 Global Financial Private Capital, LLC. If your investment adviser representative received a commission for selling you a variable annuity or variable life contract, Global Financial Private Capital, LLC will not accept your variable annuity or variable life contract for management until a reasonable amount of time has passed, relative to the amount of commissions paid, but in no case will it be accepted until it has been in force for at least two years.

- B. Clients may elect to have Global Financial Private Capital, LLC's advisory fees deducted from their custodial account. Both Global Financial Private Capital, LLC's *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of Global Financial Private Capital, LLC's investment advisory fee and to directly remit that management fee to Global Financial Private Capital, LLC in compliance with regulatory procedures. In the limited event that Global Financial Private Capital, LLC bills the client directly, payment is due upon receipt of Global Financial Private Capital, LLC's invoice.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Global Financial Private Capital, LLC shall generally recommend that Fidelity Investments, LLC ("*Fidelity*") serves as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Fidelity* charge brokerage

commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). Advisory clients who choose to engage Global Financial Private Capital, LLC on a wrap-fee basis will not incur these broker-dealer fees in addition to Global Financial Private Capital, LLC's wrap-fee. However, in addition to Global Financial Private Capital, LLC's investment management fee, all clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom Global Financial Private Capital, LLC and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a "tradeaway" fee charged by *Fidelity*).

For those clients who have engaged Global Financial Private Capital, LLC to provide Sub-Account Management Services, the insurance companies issuing your variable annuities and variable life contracts will charge management expenses in addition to the investment advisory fee charged by Global Financial Private Capital, LLC. In addition, your variable annuity and/or variable life contract may be subject to exchange fees and surrender charges. Global Financial Private Capital, LLC 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.

- D. Global Financial Private Capital, LLC's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. For the initial billing period, the fee is pro-rated for the remainder of the quarter (if services commenced in the middle of a calendar quarter), this pro-rated fee is billed on the first business day of the month following the commencement of services. Global Financial Private Capital, LLC generally requires an aggregate account minimum of \$25,000 for investment advisory services. However, Global Financial Private Capital, LLC, in our sole discretion, may waive our account minimum or charge a lesser advisory fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.)

The *Investment Advisory Agreement* between Global Financial Private Capital, LLC and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, Global Financial Private Capital, LLC shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

- E. **Securities Commission Transactions.** In the event that the client desires, the client can engage registered representatives of Global Financial Private Capital, LLC's affiliated, SEC registered and FINRA member broker-dealer, GF Investment Services, LLC ("GFIS"), to purchase investment-related products on a non-discretionary *commission* basis. In the event the client chooses to purchase or sell investment products through GFIS, they will be charged brokerage commissions to effect securities transactions, a portion of which shall be paid to Global Financial Private Capital, LLC and its registered

representatives, as applicable. The brokerage commissions charged by GFIS may be higher or lower than those charged by other broker-dealers. In addition, GFIS and their representatives may also receive additional ongoing 12b-1 trailing commission compensation directly from a mutual fund company during the period that the client maintains the mutual fund investment.

1. **Conflict of Interest:** The recommendation that a client purchase a commission product from GFIS presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's needs. No client is under any obligation to purchase any commission products from GFIS.

Please Note: Clients may purchase investment products recommended by Global Financial Private Capital, LLC through other non-affiliated broker dealers or agents.

2. Global Financial Private Capital, LLC does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products Global Financial Private Capital, LLC recommends to its clients.
3. When Global Financial Private Capital, LLC's representatives sell an investment product on a commission basis, Global Financial Private Capital, LLC does not charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on an advisory fee basis, Global Financial Private Capital, LLC's representatives do not also receive commission compensation for such advisory services (except for any ongoing 12b-1 trailing commission compensation that may be received as previously discussed). **However**, a client may engage Global Financial Private Capital, LLC to provide investment management services on an advisory fee basis and, separate from such advisory services, purchase an investment product from Global Financial Private Capital, LLC's representatives on a separate commission basis.

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

Neither Global Financial Private Capital, LLC nor any supervised person of Global Financial Private Capital, LLC accepts performance-based fees.

Item 7 Types of Clients

Global Financial Private Capital, LLC's clients shall generally include individuals, pension and profit sharing plans, business entities, trusts, estates, and charitable organizations.

Minimum Investment Amounts Required

Global Financial Private Capital, LLC only provides one model per each asset management account. The minimum account size varies between \$10,000 and \$500,000

depending upon the model. The following chart shows the minimum account size by model.

<u><i>Model</i></u>	<u><i>Account Minimum</i></u>
Conservative Income	\$50,000
Conservative Income with Growth	\$50,000
Enhanced Income Portfolio	\$50,000
Focused Growth	\$50,000
Inflation Protection Portfolio	\$25,000
Moderate Growth with Income	\$50,000
Preferred Stock Portfolio	\$50,000
Astor Long/Short Balanced Portfolio	\$50,000
Astor S.T.A.R	\$25,000
Astor Active Income	\$25,000
Bernstein Efficient Growth	\$25,000
Bernstein Efficient Balanced	\$25,000
Braver Tactical High Income	\$100,000
Clark Fixed Income Total Return	\$25,000
Federated Strategic Value Portfolio	\$50,000
F-Squared – Alpha Sector Rotation Portfolio	\$50,000
Risk Focused All Seasons Portfolio	\$25,000
DIAS Lite Conservative	\$10,000
DIAS Lite Moderate	\$10,000
DIAS Lite Aggressive	\$10,000
Fixed Income Strategy	\$500,000

For sub-account management services inside of a variable insurance contract, Global Financial Private Capital, LLC generally requires a variable annuity and/or variable life contract with a minimum account value of \$25,000.

Global Financial Private Capital, LLC, in our sole discretion, may waive our account minimum for asset management or sub-account management services or charge a lesser advisory fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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

The following are methods of analysis that Global Financial Private Capital, LLC and our affiliated Sub-Advisor, Aviance Capital Management, LLC, may use in providing investment advice.

Fundamental Value - A method of evaluating a security by attempting to measure the intrinsic value of a security by examining related economic, financial and other qualitative and quantitative factors. Fundamental Value 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 value 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. If, in the opinion of our affiliated Sub-Advisor, the security is undervalued compared to its market price, and in the absence of other negative information, Aviance Capital Management, LLC, may consider the security for selection. In our opinion, this evaluation method, when used in conjunction with additional research, may provide an element of protection against significant loss of value. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, Aviance Capital Management, LLC, uses this method of valuation for a wide range of securities. We also call this technique "Value at a Reasonable Price" (VARP).

Fundamental Growth - A method of evaluating a security by attempting to measure the intrinsic growth potential of a security relative to the growth expectations already contained in the current price. The end goal of performing fundamental growth 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. If, in our opinion, the security is undervalued compared to our expectation of growth, and in the absence of other negative information, we may consider the security for selection. In our opinion, this evaluation method, when used in conjunction with additional research, may provide an element of protection against significant loss of value. Fundamental analysis is about using real data to evaluate a security's value. We also call this technique "Growth at a Reasonable Price" (GARP).

Asset Allocation— Global Financial Private Capital, LLC believes that focusing on the sector, geographical region and asset class to which assets are allocated play a more significant role in the potential for portfolio performance than focusing on the merits of individual securities. Our cyclical analysis and our individual security analysis are the basis for our asset allocation decisions.

Diversification— In most cases, Global Financial Private Capital, LLC's affiliated Sub-Advisor, Aviance Capital Management, LLC, attempts to create comprehensively diversified portfolios as a means to reduce the risks associated with concentrated portfolios. Moreover, a variety of funds, including Exchange Traded Funds, may be used to further diversify investment risk. It should be noted that while diversification seeks to reduce risk, a properly diversified portfolio will normally contain positions which will perform at variance to other positions.

Active Management— During times where the economic and geopolitical news and outlook has the potential for dramatic change, Global Financial Private Capital, LLC's affiliated Sub-Advisor, Aviance Capital Management, LLC, will actively manage portfolios in an attempt to benefit from, or protect against, those volatile movements. In general, our portfolios may not be suitable for investors who require a very low trading activity (buy-and-hold) through all market conditions.

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.

Investment Strategies When Managing Assets and/or Providing Investment Advice

Under its asset management services, Global Financial Private Capital, LLC has discretionary authority to hire/fire Sub-Advisor(s) who manage your designated accounts. As a Sub-Advisor under the asset management program, Global Financial Private Capital, LLC's affiliated Sub-Advisor, Aviance Capital Management, LLC, uses the investment principal of actively allocating capital to the most attractive asset classes, while avoiding the least attractive. Aviance Capital Management, LLC, tracks economic and market conditions, indicators and trends while adapting to changing conditions. Aviance Capital Management, LLC, creates diversified asset classes and regions in an effort to find attractive risk adjusted opportunities. 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.

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.

Our portfolios are designed for investors who are able to hold the investment for one or more years. Investors should be able to accept price volatility during this period, the level of which should match the stated risk tolerance of the respective investor.

Under our asset management services, DIAS and DIAS Lite portfolios are designed to meet stated investment objectives based on your Investment Policy Statement (IPS). The portfolios are not designed to match equity market returns during strong rallies. Although the portfolios seek low volatility and principal protection, asset allocation decisions may not achieve these goals in all cases. There is no guarantee a portfolio will meet a target return or investment objective. Investments in bonds involve interest rate and credit risk. Bond values change according to changes in interest rates, inflation, credit climate and issuer credit quality. Interest rate rises will reduce the value of a bond. Although longer term bonds may pay more income, their value is more susceptible to interest rate variation than shorter term, lower yield bonds. Stock markets and individual stocks may be subject to large price fluctuations.

Diversification cannot protect an investor from these fluctuations. The use of indexed funds is not fully guaranteed to track an intended market and may carry additional 'product' risks.

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 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.

ETF and Mutual Fund Risk – When our Sub-Advisor invests in a an ETF or mutual fund, it 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. The Sub-Advisor may, at its discretion, invest in leveraged ETFs which provide two or three times the exposure to a stated index or asset class. These ETFs may be held for periods longer than one week.

Management Risk – Your investment with our firm varies with the success and failure of our Sub-Advisor's investment strategies, research, analysis and determination of portfolio securities. If our Sub-Advisor's investment strategies do not produce the expected returns, the value of the investment will decrease.

Alternative Investments - Our portfolio holdings are typically traded on U.S. exchanges; however, Non-U.S. investments, currency and commodity investments may contain additional risks associated with government, economic, political or currency volatility.

Emerging Markets - Where justified by the investment analysis outlined above, investment either indirectly or directly in emerging markets may be included in

a portfolio. Emerging markets can experience high volatility and risk in the short term.

Currently, Global Financial Private Capital, LLC primarily allocates client investment assets among various Sub-Advisors that may use individual equity (stocks), debt (bonds), and fixed income securities, mutual funds and/or exchange traded funds (“ETFs”) (including inverse ETFs and/or mutual funds that are designed to perform in an inverse relationship to certain market indices), on a discretionary and non-discretionary basis in accordance with the client’s designated investment objective(s).

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

Item 9 Disciplinary Information

On 9/2/14, Global Financial Private Capital, LLC responded to a Consent Order, initiated by the State of Alabama. The investment advisory representative that was involved in the action neglected to forward a radio advertisement to Global Financial for review. The State found the advertisement to contain misleading information and jointly fined the investment advisory representative and Global Financial Private Capital, LLC a total of \$5,000. Global Financial did not participate in paying the fine.

Item 10 Other Financial Industry Activities and Affiliations

Registered Representatives of GFIS. As disclosed above in Item 5.E, certain of Global Financial Private Capital, LLC’s representatives are registered representatives of GFIS, an affiliated SEC Registered and FINRA member broker-dealer. Clients may choose to engage these Global Financial Private Capital, LLC representatives, in their individual capacities as registered representatives of GFIS, to effect securities brokerage transactions on a commission basis.

Licensed Insurance Agents. Global Financial Private Capital, LLC does not engage in the sale of fixed insurance products to advisory clients. However, Global Financial Private Capital, LLC representatives, in their individual capacities, may be licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4.B above, clients can engage these insurance licensed, Global Financial Private Capital, LLC representatives to purchase insurance products on a commission basis. Any activity by your investment adviser representative as an insurance agent selling fixed products is separate from and outside of his or her role on behalf Global Financial Private Capital, LLC. You should understand the following:

- Global Financial Private Capital, LLC does **not** serve as an insurance agency for your investment adviser representative to offer fixed insurance, fixed annuities or fixed indexed annuities;
- Global Financial Private Capital, LLC does **not** conduct due diligence of the fixed insurance, fixed annuities or fixed indexed annuities offered by your investment adviser representative in his or her separate capacity as an insurance agent; and
- Global Financial Private Capital, LLC does **not** review, approve nor supervise your investment adviser representative's recommendations as an insurance agent to hold, purchase or sell/surrender fixed insurance, fixed annuities or fixed indexed annuities.

Global Financial Private Capital, LLC has a strategic partnership (based upon the referral of potential representatives), with Advisors Excel, a large insurance marketing organization. It is common for Advisors Excel to refer their insurance producers to Global Financial Private Capital, LLC to become associated persons of Global Financial Private Capital, LLC. If a referral from Advisors Excel becomes a representative of Global Financial Private Capital, LLC, and is successful in marketing investment advisory services to their clients, a portion of the management fee paid to Global Financial Private Capital, LLC may be paid to Advisors Excel. This payment will not increase the cost of comparable services to a client. Advisors Excel may not refer clients directly to Global Financial Private Capital, LLC.

Conflict of Interest: The recommendation by Global Financial Private Capital, LLC's representatives that a client purchase a securities or insurance commission product presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Global Financial Private Capital, LLC's representatives. Clients are reminded that they may purchase insurance products or securities recommended by Global Financial Private Capital, LLC through other non-affiliated broker-dealers or insurance agents.

Dually Licensed Investment Advisor Representatives. Certain investment adviser representatives of Global Financial Private Capital, LLC may also be dually registered as investment adviser representatives of their own independently registered investment adviser firms. Under such circumstances, Global Financial Private Capital, LLC may receive referrals from the dually registered investment adviser representative to provide asset management services. The referring investment adviser representative may continue to provide financial planning services under his or her own independently registered investment adviser firm. Clients are not obligated to use the services of Global Financial Private Capital, LLC or the referring investment adviser representative's independently registered investment adviser firm. However, if the client chooses to do so, the client should be aware that Global Financial Private Capital, LLC does not review or supervise the financial planning services provided by the adviser representative in this separate capacity through their independently registered investment adviser firm; the independently

registered investment adviser firm providing the financial planning services is solely responsible for these services and the advisory fees charged. Global Financial Private Capital, LLC will be responsible to only supervise our asset management services. This dual registration of an investment adviser representative with Global Financial Private Capital, LLC and the independently registered investment adviser firm creates a conflict of interest.

Global Financial Private Capital, LLC may, from time to time, reward the performance of their investment advisory representatives in the form of non-cash compensation. This recognition may include but not be limited to: trips, gifts, meals or other forms of non-cash compensation.

Through their affiliations with other businesses, including the circumstances listed in this section, investment advisory representatives of Global Financial Private Capital, LLC may have the opportunity to participate in recognition programs related to the successful marketing of products and services not offered, provided, or serviced by Global Financial Private Capital, LLC.

In the situations listed above, the recognition may be partially or entirely based upon Global Financial Private Capital, LLC business and Global Financial Private Capital, LLC may pay for all or part of the cost of the recognition event. The investment advisory representatives' participation in these events/activities will not increase the cost of the advisory services offered by Global Financial Private Capital, LLC but may provide a potential conflict of interest. If accepting non-cash compensation in this manner will have the effect of increasing the fees Global charges to the client, the investment advisor representative may not participate in the program.

Affiliated Investment Adviser Firm. Global Financial Private Capital, LLC owns 28.8% of Aviance Capital Management, LLC. In addition, Michael J. Dixon is the chief executive officer of both Global Financial Private Capital, LLC and Aviance Capital Management, LLC, an affiliated SEC registered investment adviser firm. Mr. Dixon has an ownership of greater than 25% in both Global Financial Private Capital, LLC and Aviance Capital Management, LLC. Certain representatives of Global Financial Private Capital, LLC are also investment advisory representatives of Aviance Capital Management, LLC, Global Financial Private Capital, LLC has engaged Aviance Capital Management, LLC, as a Sub-Advisor(s) to provide investment advisory services to Global Financial Private Capital, LLC's clients. Aviance Capital Management, LLC, may charge an investment advisory fee separate from and in addition to the investment advisory fee charged by Global Financial Private Capital, LLC, and there may be other third-party managers which may offer similar sub-advisory services for a fee which is more or less than charged by Aviance Capital Management, LLC.

Outside Money Managers. Global Financial Private Capital, LLC is compensated for our referral activities to outside money managers in the form of marketing or referral fees paid by the outside money manager directly to Global Financial Private Capital, LLC. The exact compensation arrangement will vary depending on the arrangement with the outside money manager. However, Global Financial Private Capital, LLC is usually paid a marketing or referral fee based on a portion of the management fees charged by the outside money manager to clients introduced to the outside money manager by Global Financial Private Capital, LLC.

The portion of the management fee paid to Global Financial Private Capital, LLC may reach as high as 50% of the overall fee received by the outside money manager. Fees paid to Global Financial Private Capital, LLC may be in the form of a sliding fee schedule that increases as the amount of assets originally referred by Global Financial Private Capital, LLC to the outside money manager increases. For example, Global Financial Private Capital, LLC could receive a higher percentage of the overall fee from the outside money manager as assets to the outside money manager increase.

When Global Financial Private Capital, LLC refers you to an outside money manager, Global Financial Private Capital, LLC will provide proper disclosure of the arrangement to you. Disclosure will be made at the time of solicitation and will include a description of Global Financial Private Capital, LLC's arrangement with the outside money manager and a description of the compensation arrangement. Global Financial Private Capital, LLC will also provide to you a copy of the outside money manager's disclosure brochure.

Conflict of interest: Global Financial Private Capital, LLC and your investment adviser representative have a conflict of interest by marketing and referring only those outside money managers that have agreed to pay a portion of their management advisory fee or a fixed fee to Global Financial Private Capital, LLC. There may be other third-party managed programs, offerings and platforms that may be suitable for you that may be more or less costly.

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

Global Financial Private Capital, LLC maintains an investment policy relative to personal securities transactions. This investment policy is part of Global Financial Private Capital, LLC's overall Code of Ethics, which serves to establish a standard of business conduct for all of Global Financial Private Capital, LLC's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Global Financial Private Capital, LLC also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Global Financial Private Capital, LLC or any person associated with Global Financial Private Capital, LLC.

Neither Global Financial Private Capital, LLC nor any related person of Global Financial Private Capital, LLC recommends, buys, or sells for client accounts, securities in which Global Financial Private Capital, LLC or any related person of Global Financial Private Capital, LLC has a material financial interest.

Global Financial Private Capital, LLC and/or representatives of Global Financial Private Capital, LLC *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Global Financial Private Capital, LLC and/or representatives of Global Financial Private Capital, LLC are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as "scalping" (i.e., a practice whereby the

owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Global Financial Private Capital, LLC did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, “front-running” (i.e., personal trades executed prior to those of Global Financial Private Capital, LLC’s clients) and other potentially abusive practices.

Global Financial Private Capital, LLC has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Global Financial Private Capital, LLC’s “Access Persons.” Global Financial Private Capital, LLC’s securities transaction policy requires that an Access Person of Global Financial Private Capital, LLC must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Access Persons are also required to provide a list of their outside brokerage accounts and set up each outside brokerage account to provide duplicate statements to Global Financial Private Capital, LLC’s Compliance Department. Global Financial Private Capital, LLC’s internal compliance reviews each confirmation of trade statement as well as each monthly report received from the Access Person’s outside brokerage account(s). Additionally, each Access Person provides the Chief Compliance Officer or his/her designee with a written attestation confirming/identifying each one of the Access Person’s current outside brokerage accounts.

Global Financial Private Capital, LLC and/or representatives of Global Financial Private Capital, LLC *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Global Financial Private Capital, LLC and/or representatives of Global Financial Private Capital, LLC are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11.C, Global Financial Private Capital, LLC has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Global Financial Private Capital, LLC’s Access Persons.

Item 12 Brokerage Practices

In the event that the client requests that Global Financial Private Capital, LLC recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Global Financial Private Capital, LLC to use a specific broker-dealer/custodian), Global Financial Private Capital, LLC generally recommends that investment management accounts be maintained at *Fidelity*. Prior to engaging Global Financial Private Capital, LLC to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with Global Financial Private Capital, LLC setting forth the terms and conditions under which Global Financial Private Capital, LLC shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Global Financial Private Capital, LLC considers in recommending *Fidelity* (or any other broker-dealer/custodian to clients) include historical relationship with Global Financial Private Capital, LLC, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Global Financial Private Capital, LLC's clients shall comply with Global Financial Private Capital, LLC's duty to obtain best execution, a client may pay a

commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Global Financial Private Capital, LLC determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Global Financial Private Capital, LLC will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Global Financial Private Capital, LLC's investment management fee. Global Financial Private Capital, LLC's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

Research and Additional Benefits. Although not a material consideration when determining whether to recommend that a client use the services of a particular broker-dealer/custodian, Global Financial Private Capital, LLC may receive from *Fidelity* (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Global Financial Private Capital, LLC to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Global Financial Private Capital, LLC may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Global Financial Private Capital, LLC in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist Global Financial Private Capital, LLC in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Global Financial Private Capital, LLC to manage and further develop its business enterprise.

Global Financial Private Capital, LLC's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity* as a result of this arrangement. There is no corresponding commitment made by Global Financial Private Capital, LLC to *Fidelity* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Global Financial Private Capital, LLC does not receive referrals from broker-dealers.

Directed Brokerage: The client may direct Global Financial Private Capital, LLC to use a particular broker-dealer (subject to Global Financial Private Capital, LLC's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such event, the client will negotiate terms and arrangements for the account with that broker-dealer, and Global Financial Private Capital, LLC will not seek better execution services or prices from other broker-dealers or be able to "batch" the

client's transactions for execution through other broker-dealers with orders for other accounts managed by Global Financial Private Capital, LLC. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. In the event that the client directs Global Financial Private Capital, LLC to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Global Financial Private Capital, LLC.

In the event that the transactions for a client's accounts are effected through a broker-dealer that refers investment management clients to Global Financial Private Capital, LLC, there exists the potential for conflict of interest if the accounts incur higher commission or transaction costs than the accounts would otherwise have incurred had the client determined to effect account transactions through alternative clearing arrangements that may have been available through Global Financial Private Capital, LLC.

Initial Public Offerings: Through our clearing/custodial firm relationships, Global Financial Private Capital, LLC may occasionally have limited access to initial public offering (IPO) shares. To the extent available to and judged appropriate by Global Financial Private Capital, LLC, Global Financial Private Capital, LLC may determine to purchase IPO shares for qualified clients who have engaged Global Financial Private Capital, LLC for Asset Management Services. To the extent possible and applicable under the circumstances, Global Financial Private Capital, LLC will use reasonable efforts to allocate available IPO shares on a fair and equitable basis (i.e., rotational, etc.)

Cross Transactions. When advantageous to all parties, Global Financial Private Capital, LLC may implement cross transactions for fixed income securities between two investment advisory clients of Global Financial Private Capital, LLC. Prior to implementing a cross transaction in a client's account, the client must provide standing authorization allowing Global Financial Private Capital, LLC to implement such transactions. A cross transaction occurs when securities are bought and sold between two investment advisory accounts. Cross transactions made by Global Financial Private Capital, LLC are always implemented between fee-based investment advisory accounts. Global Financial Private Capital, LLC does **not** implement cross transactions between a commission-based brokerage account and a fee-based investment advisory account. Global Financial Private Capital, LLC does not receive any compensation for such cross trades.

An independent third party is used to determine the price when implement cross transactions. Global Financial Private Capital, LLC employs cross transactions when the prices to both buyers and sellers are at least equivalent to or better than prices generally available on the open market.

To the extent that Global Financial Private Capital, LLC provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Global Financial Private Capital, LLC decides to purchase or sell the same securities for several clients at approximately the same time. Global Financial Private Capital, LLC may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to

allocate equitably among Global Financial Private Capital, LLC's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Global Financial Private Capital, LLC shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

For those clients to whom Global Financial Private Capital, LLC provides investment supervisory services, account reviews are conducted on an ongoing basis by the client's investment adviser representative. All investment supervisory clients are advised that it remains their responsibility to advise their investment adviser representative and Global Financial Private Capital, LLC of any changes in their investment objectives and/or financial situation. Global Financial Private Capital, LLC encourages you to request a review with your investment adviser representative to discuss such things as account performance, changes in the client's investment objectives, goals, and financial situation, tax planning, estate planning, retirement planning and any other questions the client may have concerning their investment portfolio. If you only receive financial planning services from Global Financial Private Capital, LLC, you may be charged a separate fee for meetings with your investment adviser representative. You should read carefully the agreement with Global Financial Private Capital, LLC to determine the amount of such separate fees, if any on an annual basis.

Global Financial Private Capital, LLC *may* conduct account reviews on an other-than-periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.

Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Global Financial Private Capital, LLC may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

As referenced in Item 12 above, Global Financial Private Capital, LLC may receive an indirect economic benefit from Fidelity. Global Financial Private Capital, LLC, without cost (and/or at a discount), may receive support services and/or products from *Fidelity*.

Global Financial Private Capital, LLC's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity* as a result of this arrangement. There is no corresponding commitment made by Global Financial Private Capital, LLC to *Fidelity* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

If a client is introduced to Global Financial Private Capital, LLC by either an unaffiliated or an affiliated solicitor, Global Financial Private Capital, LLC may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Global Financial Private Capital, LLC's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to Global Financial Private Capital, LLC by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of Global Financial Private Capital, LLC's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between Global Financial Private Capital, LLC and the solicitor, including the compensation to be received by the solicitor from Global Financial Private Capital, LLC.

Outside Money Managers. Global Financial Private Capital, LLC and our supervised persons may refer clients to outside money manager such for advisory services not provided by Global Financial Private Capital, LLC. Global Financial Private Capital, LLC and these outside money managers are not affiliated. When Global Financial Private Capital, LLC solicits clients for outside money managers, Global Financial Private Capital, LLC receives compensation for those referrals.

Certain of the outside money managers that Global refers clients to may use Global Financial Private Capital, LLC on a separate basis to provide trading, billing and other administrative and/or back-office services. In return for these administrative and back-office services, and in addition to the fee paid the outside money manager to Global Financial Private Capital, LLC for referring clients, Global Financial Private Capital, LLC may also receive an administrative fee from the outside money manager at the annual rate of 1% of those accounts subject to the administrative and/or back-office services of Global Financial Private Capital, LLC.

Item 15 Custody

Global Financial Private Capital, LLC shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts.

Please Note: The account custodian does not verify the accuracy of Global Financial Private Capital, LLC's advisory fee calculation.

Item 16 Investment Discretion

The client can determine to engage Global Financial Private Capital, LLC to provide investment advisory services on a discretionary basis. Prior to Global Financial Private Capital, LLC assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Advisory Agreement*, naming Global Financial Private Capital, LLC as the client's attorney and agent in fact, granting Global Financial Private

Capital, LLC full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage Global Financial Private Capital, LLC on a discretionary basis may, at anytime, impose restrictions, **in writing**, on Global Financial Private Capital, LLC's discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe Global Financial Private Capital, LLC's use of margin, etc.).

Item 17 Voting Client Securities

Certain client accounts may be sub-advised by Aviance Capital Management, LLC, an affiliated investment adviser firm. Unless a client, who's account is being sub-advised by Aviance Capital Management, LLC, directs otherwise in writing, Aviance Capital Management, LLC, shall be responsible for voting those clients' proxies (**However**, the client shall maintain exclusive responsibility for all legal proceedings or other type events pertaining to the account assets, including, but not limited to, class action lawsuits.). Aviance Capital Management, LLC, shall vote proxies in accordance with its Proxy Voting Policy, a copy of which is available upon request. With respect to investment companies (e.g., mutual funds), Aviance Capital Management, LLC, may be solicited to vote on matters including the approval of advisory contracts, distribution plans, and mergers. Aviance Capital Management, LLC, shall maintain records pertaining to proxy voting as required pursuant to Rule 204-2 (c)(2) under the Advisers Act. Copies of Rules 206(4)-6 and 204-2(c)(2) are available upon written request. In addition, information pertaining to how Aviance Capital Management, LLC, voted on any specific proxy issue is also available upon written request.

Item 18 Financial Information

Global Financial Private Capital, LLC is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

Global Financial Private Capital, LLC has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Global Financial Private Capital, LLC's Chief Compliance Officer, Timothy Lyle, remains available to address any questions that a client or prospective client may have regarding any conflict of interest listed above.