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**March 19, 2015**

**Form ADV Part 2A  
Brochure**

**This brochure provides information about the qualifications and business practices of Trinity Financial Advisors, LLC. If you have any questions about the contents of this Brochure, please contact us at (614) 848-7667 and/or [gbiehn@tfadvisors.com](mailto:gbiehn@tfadvisors.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 Trinity Financial Advisors, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Trinity Financial Advisors is 133191.**

**Any references to Trinity Financial Advisors, LLC as a registered investment adviser or its related persons as registered Advisory Representatives does not imply a certain level of skill or training.**

## **MATERIAL CHANGES**

### **Item 2**

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

Our last annual update occurred on January 8, 2015. We have since revised our brochure as follows:

#### Item 4

- Trinity Financial Advisors, LLC, a state-registered investment adviser from 2004 through March of 2015, filed for registration with the Securities and Exchange Commission in March 2015.
- As of March 10, 2015, we have approximately \$118.2 million of discretionary client assets under our management.

#### Item 13

- Your account will be reviewed on a quarterly basis unless otherwise requested by you. We will attempt to contact you at least annually or as agreed to by you. Reviews are conducted by your Advisory Representative.

#### Item 18

- Trinity Financial Advisors will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service; therefore a balance sheet is not required to be attached.

#### Item 19

- This section is not applicable to Trinity Financial Advisors since it is no longer state registered. Trinity Financial Advisors is registered with the Securities and Exchange Commission.

You may request a free copy of our updated Brochure by contacting us at (614) 848-7667 and/or [gbiehn@tfadvisors.com](mailto:gbiehn@tfadvisors.com).

Additional information about Trinity Financial Advisors, LLC is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The IARD number for Trinity Financial Advisors, LLC is 133191. The SEC's web site also provides information about any persons affiliated with Trinity Financial Advisors, LLC who are registered, or are required to be registered, as Advisory Representatives of Trinity Financial Advisors, LLC.

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**ADVISORY BUSINESS**

**Item 4**

Trinity Financial Advisors, LLC (hereinafter referred to as “Trinity”) offers a FEE-ONLY service consisting of fundamental, long-term financial planning as well as asset allocation and portfolio monitoring services to individuals and families.

A. Trinity is a limited liability company formed under the laws of the State of Ohio in 2004 and filed for investment adviser registration with the State of Ohio in November of 2004. In March 2015, Trinity filed for registration with the Securities and Exchange Commission. Geoffrey Biehn, CRD number 4873865, President and Advisory Representative, has been in the financial services industry since 2004. Additional business information about Geoff is disclosed on the Supplemental Brochure attached to this Brochure.

B. Trinity offers the following advisory services, with each service more fully described below:

- Asset Management
- Asset Allocation and Portfolio Monitoring
- Financial Planning
- Estate Planning Analysis
- Tax Planning
- Education planning
- Retirement Planning
- Consulting Services

These services may be general in nature or focused on particular areas of interest or need depending upon each client’s unique circumstances.

**Asset Management/Asset Allocation and Portfolio Monitoring Services**

An initial free, no obligation meeting is offered to introduce Trinity’s services and fees. We are a FEE-Only practice so we will explain how that is different from a broker, transaction or FEE-Based practice. We will discuss what prior experiences, if any, you have had in working with other advisors (both good and bad) to better understand what expectations you may have. We will also discuss what we do not do, such as market timing and/or picking specific stocks in which to invest. Once there is mutual agreement on fit and desire to work together, we will request a number of documents to help understand your overall financial situation.

We will obtain documentation from you that will help us to determine the most suitable investment recommendations. Documents may include investment and retirement account statements, bank statements, tax returns, social security and pension statements, summary of life insurance as well as current estate planning documents you may have. In addition we generally ask for a summary of all current debt including amount, terms and rate.

Trinity will also gather other financial information and history from you such as your retirement and financial goals, investment objectives, investment horizon, financial needs, cash flow analysis, cost of living needs, education needs, savings tendencies, and other applicable financial information in

order to provide the investment advisory services requested. All information gathered from you is confidential.

After evaluating the information, we customize a portfolio allocation taking into consideration your limitations or restrictions, the market and economy at the time and your financial situation, goals and objectives. Your Advisory Representative will schedule a meeting with you and present the recommended portfolio. Upon your approval, we will implement the initial portfolio allocation.

If you choose to have a discretionary asset management account with Trinity, after we implement the initial portfolio allocation, with your written approval as indicated in the Advisory Agreement, we will provide continuous and ongoing management of your account using our own discretion to determine any changes to the account. Unless otherwise expressly requested by you, your Advisory Representative will manage the account and will make changes to the allocation as deemed appropriate by the firm and your Advisory Representative. We will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you. Depending on your specific goals and objectives, we will generally hold positions in your account for a long term, even more than a year, or we may actively trade some securities holding such positions for periods of 30 days or less.

If you choose to have a non-discretionary account with asset allocation and portfolio monitoring services, we will monitor your account on a regular, but not continuous and ongoing basis. If you elect to have a nondiscretionary account, no changes will be made to the allocation of your account without prior consultation with you. Your Advisory Representative will contact you to discuss recommendations for changes within your account. Non-discretionary accounts are subject to certain risks that are not inherent in discretionary accounts. Risks may include, but not be limited to, the risk of missing market opportunities or the risk of your Advisory Representative not being able to move out of the market until you have been contacted to discuss recommendations for changes within your account.

Trinity primarily uses open-ended mutual funds including no-load and load waived or mutual funds purchased at net asset value (NAV) and exchange traded funds (ETFs), money markets, individuals bonds and certificates of deposit. However, managed accounts are not exclusively limited those products and may include options contracts and government securities.

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

As further described below, Trinity has entered into a relationship to offer you brokerage and custodial services through Schwab Institutional division of Charles Schwab & Co., Inc. ("Schwab"). There is no affiliation between Trinity and Schwab.

If you choose to maintain an account at other broker-dealers/custodians where Trinity's Advisory Representatives are not named as broker of record, you may only engage us for portfolio monitoring and asset allocation recommendations. We will not be able to implement any investment recommendations. Instead, we will meet with you periodically and provide to you our recommendations for rebalancing or reallocation. You are free to accept, reject or implement any

portion of the recommendations of Trinity. However, you need to understand that partial implementation or delayed implementation may have an impact on the performance of the account. Since our Advisory Representative will not have access to your account, you will be responsible for ensuring we are provided with copies or duplicates of statements.

### **Financial Planning and Retirement Planning Services**

Our Advisory Representative will schedule a meeting with you to gather financial information and history from you about your retirement and financial goals, investment objectives, investment horizon, financial needs, cash flow analysis, cost of living needs, education needs, savings tendencies, and other applicable financial information in order to provide the planning services you request. Trinity will prepare a written financial plan and present the analysis of your situation along with our recommendations for steps to be taken to assist you to work toward your financial goals.

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

You are not obligated to implement planning advice through Trinity or your Advisory Representative. If you do choose to implement the plan with our Advisory Representative, they may receive other compensation in addition to the advisory fee you paid for the planning services.

C. As noted above, we tailor the advisory services we offer to your individual needs. You may impose restrictions and/or limitations on the investing in certain securities or types of securities.

D. Trinity does not participate in any wrap fee programs.

E. As of March 10, 2015, we have approximately \$118.2 million of discretionary client assets under management.

### **General Information**

The investment recommendations and advice offered by Trinity and your Advisory Representative are not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. Our primary goal is to help our clients identify and pursue their financial goals, thereby enhancing the overall quality of their lives.

## FEES AND COMPENSATION

### Item 5

A. Trinity charges one comprehensive advisory fee for the following services:

- ✓ written financial plan
- ✓ ongoing management or monitoring of client accounts
- ✓ quarterly client meetings
- ✓ the ability to contact Trinity for advice on relevant financial matters as needed throughout the year.

Our fees are not negotiable; however, family and friends and certain legacy clients may pay no fee or a discounted fee. Clients that choose to pay our fee annually in advance will receive a 4% discount.

Fees are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds. The fees are in accordance with the following fee schedule:

<b>Assets Managed*</b>	<b>Annual Fee</b>
Up to \$500,000	1.00%
The next \$500,000	.85%
The next \$1,000,000	.75%
The next \$3,000,000	.55%
Amount over \$5,000,000	.35%

\*"Assets Managed" is comprised of total investment assets (i.e., all investable assets excluding equity in home residence) regardless of source, custodian, trustee or current asset manager.

Although we do not have a minimum account size requirement, Trinity charges a minimum annual fee of \$5,000. At our discretion, the fee minimum may be waived. Family and friends may pay Trinity a discounted fee or no fee. Since Trinity provides a comprehensive service, we may refer clients with small account values and less complicated situations to an hourly financial planner that would be more appropriate for the client's needs.

You may make additional deposits to or partial withdrawals from the account at any time. Additional assets deposited into the account after it is opened which represent 25% or more of total assets may be charged a pro-rata fee based upon the number of days remaining in the quarter. Assets withdrawn from the account after it is opened which represent 25% or more of total assets may be charged a pro-rata fee based upon the number of days in the quarter up to the withdrawal date. You may withdraw account assets, upon notice to Trinity, subject to the usual and customary securities settlement procedures. No fee adjustments will be made for account appreciation or depreciation.

B. Quarterly fees will be charged to and collected directly from your account early in the quarter, provided you have given Trinity written authorization to debit the fee. You will be provided with an account statement from Schwab reflecting the deduction of the advisory fee. If your account does not contain sufficient funds to pay the advisory fees, we have the limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. Except for ERISA and IRA accounts, you may reimburse your account for advisory fees paid to Trinity. For clients that elect to pay on an annual basis, we will invoice you initially, upon execution of our annual retainer agreement, and each year

thereafter on the anniversary date of the agreement.

C. In addition to the advisory fees above, you will pay transaction fees for securities transactions executed in your account in accordance with the custodian's transaction fee schedule. You may also pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the account. These fees are not charged by Trinity and are charged by the product, broker/dealer or account custodian. Trinity does not share in any portion of these fees. Additionally, you may pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. These advisory fees are not shared with Trinity and are compensation to the fund-manager. You should read the mutual fund prospectus prior to investing. The fees paid to Trinity for advice on the selection of mutual funds are separate and distinct from the fees and expenses charged by mutual funds to their shareholders.

Clients will be billed on a retainer basis, either quarterly or annually. Together, we will agree upon a fixed, annual fee that is based upon the complexity of your financial situation, the value of the assets managed by Trinity, and our estimate of the hours that will be required to develop the financial plan and monitor the account. Each year, at the contract anniversary date, we will recalculate your retainer fee using our fee schedule based on the value of your managed assets on that date.

The fixed fee is billed quarterly or annually in advance. Upon the establishment of your account, the quarterly fee will be based upon the proportion of the number of days remaining in the quarter and, thereafter, quarterly on the first working day of each calendar quarter.

D. Neither Trinity nor any Advisory Representative of Trinity accepts compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds. As previously stated, we are a FEE-Only practice.

#### Termination Provisions

You may terminate investment advisory services obtained from Trinity, without penalty, upon verbal or written notice within five (5) business days after entering into the advisory agreement with Trinity. You will, however, be responsible for any fees and charges incurred from third parties as a result of maintaining the account, such as transaction fees for any securities transactions executed and account maintenance or custodial fees. Thereafter, you or we may terminate investment advisory services with 30 days written notice. If you terminate investment advisory services during a quarter (or during the year for annual prepaid clients), you will be charged a pro-rata portion of the advisory fee for the quarter (or year for annual prepaid clients) up to the date of termination. Any unearned, pre-paid fees will be refunded to you within 30 days of the termination request.

Trinity may terminate the agreement without notice to you if you should intentionally fail to provide full and complete information relevant or material to any matter when requested by Trinity in order to provide the requested services.



**PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT      Item 6**

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

**TYPES OF CLIENTS      Item 7**

Trinity's services are geared toward individuals both high net worth (i.e. clients with a net worth of more than \$2,000,000 or having at least \$1,000,000 in assets under our management/portfolio monitoring upon entering into a contract with Trinity) and non high net worth individuals, trusts and estates.

While Trinity does not impose a minimum portfolio value to obtain our services, we do charge a minimum annual fee of \$5,000. Under certain circumstances, Trinity may waive the minimum annual fee. A few original clients were grandfathered in at a lower minimum annual fee.

**METHODS of ANALYSIS, INVESTMENT STRATEGIES and RISK of LOSS      Item 8**

A. Trinity conducts economic analysis and attempts to analyze and determine the trends. Additionally, Trinity conducts fundamental analysis. Fundamental analysis generally involves assessing a company's or security's value based on factors such as sales, assets, markets, management, products and services, earnings, and financial structure.

B. You need to understand that investing in securities involves risk of loss, including the potential loss of the principal money you are investing. Therefore, your participation in any of the management programs offered by Trinity requires you to be prepared to bear the risk of loss as well as the fluctuating performance of your accounts. Market values of investments will always fluctuate based on market conditions.

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

C. As stated above in Item 5, Trinity primarily uses mutual funds in client portfolios. The risks with mutual funds include the costs and expenses within the fund that can impact performance, change of managers and/or the fund straying from its stated investment objective. Open ended mutual funds do not typically have a liquidity issue and the price does not fluctuate throughout the trading day. Mutual fund fees are described in the fund's prospectus, which the custodian mails directly to the client following any purchase of a mutual fund that is new to the client's account. In

addition, a prospectus is available online at each mutual fund company's website. At the client's request at any time Trinity will direct the client to the appropriate web page to access the prospectus.

## **DISCIPLINARY INFORMATION**

### **Item 9**

There is no reportable disciplinary information for Trinity or its management persons.

## **OTHER FINANCIAL INDUSTRY ACTIVITIES and AFFILIATIONS**

### **Item 10**

A. , B, Trinity does not have a related person who is a: broker/dealer or other similar type of broker or dealer; investment company or other pooled investment vehicle, other investment adviser or financial planner; futures commission merchant or commodity pool operator; banking or thrift institution; accountant or accounting firm; lawyer or law firm; insurance company or agency; pension consultant; real estate broker or dealer; or sponsor or syndicator of a limited partnership.

C. Trinity nor its management persons has a relationship with any of the following entities: broker/dealer, municipal securities dealer, or government securities broker/dealer, investment company or other pooled investment vehicle, other investment adviser or financial planner, futures commission merchant, commodity pool operator or commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer or sponsor syndicator of limited partnerships.

D. Trinity does not recommend the services of Third Party Managers.

## **CODE of ETHICS, PARTICIPATION or INTEREST in CLIENT TRANSACTIONS and PERSONAL TRADING**

### **Item 11**

### **Code of Ethics**

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

B. Neither Trinity nor its associated persons recommends to clients or buys or sells for client accounts any securities in which we have a material financial interest.

C. Trinity and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, Trinity and/or its associated persons may have an interest or position in certain securities that are also recommended and bought or sold to you. They will not put their interests before your interest. Neither Trinity nor any associated person may trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients.

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

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

## **BROKERAGE PRACTICES**

## **Item 12**

A. Schwab provides Trinity with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge so long as a total of at least \$10 million of Trinity's clients' assets are maintained in accounts at Schwab Institutional. There is no other contingency upon Trinity committing to Schwab any specific amount of business (assets in custody or trading). Schwab's services include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

Schwab generally does not charge separately for custody of Trinity's client accounts, but it is compensated by account holders through commissions or other transaction-related fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab makes available to Trinity other products and services that benefit Trinity but may not benefit you. Some of these other products and services assist Trinity in managing and administering your accounts. These include software and other technology that provide access to your account data, such as trade confirmation and account statements; facilitate trade execution and allocation of aggregated trade orders for multiple client accounts; provide research, pricing information and other marked data; facilitate payment of our fees from your accounts; and assist us with back-office functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of our client accounts. Schwab Institutional also makes available other services that are intended to help us manage and further develop our business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. Schwab Institutional may discount or waive fees it would otherwise charge for some of these services third parties provide to Trinity. While as a fiduciary Trinity endeavors to act in your best interests, our recommendation that you maintain your assets in accounts at Schwab may be based in part on the benefit to Trinity of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab which may create

a potential conflict of interest. We believe, however, that our selection of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services.

From time-to-time Trinity may make an error in submitting a trade order on your behalf. When this occurs, we will place a correcting trade with Schwab. If an investment gain results from the correcting trade, the gain will remain in your account unless the same error involved other client account(s) that should have received the gain, it is not permissible for you to retain the gain, or we confer with you and you decide to forego the gain (e.g., due to tax reasons). If the gain does not remain in your account, Schwab will donate the amount of any gain \$100 and over to charity. If a loss occurs greater than \$100, Trinity will pay for the loss. Schwab will maintain the loss or gain (if such gain is not retained in your account) if it is under \$100 to minimize and offset its administrative time and expense. Generally, if related trade errors result in both gains and losses in your account, they may be netted.

B. Due to the individual management of client accounts, we do not aggregate the purchase or sale of securities for various client accounts.

## **REVIEW of ACCOUNTS**

### **Item 13**

A. We will attempt to contact you at least annually or as agreed by you and your Advisory Representative. Accounts will be reviewed on a quarterly basis unless otherwise requested by the client. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. You are advised that you must notify your Advisory Representative promptly of any changes to your financial goals, objectives or financial situation as such changes may require him to review the portfolio allocation and make recommendations for changes. Financial plans will be reviewed periodically as needed, as the result of qualifying events or at the request of a client. Reviews are conducted by your Advisory Representative.

B. Your Advisory Representative will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections.

C. You will be provided statements at least quarterly direct from Schwab, the account custodian. Additionally, you will receive confirmations of all transactions occurring direct from Schwab. Portfolio "snapshot" illustrations are provided when Trinity is engaged to provide asset allocation, management or investment advice. We do not provide ongoing performance reporting. Trinity recommends you have at least an annual review and update to any financial plans. However, the time and frequency of the reviews is solely your decision. Other than the initial plan or analysis, there will be no other reports issued.

## **CLIENT REFERRALS and OTHER COMPENSATION**

### **Item 14**

A. Product vendors recommended by Trinity may provide monetary and non-monetary assistance with client events, provide educational tools and resources. We do not select products as a result of any monetary or non-monetary assistance. The selection of product is first and foremost. Trinity's

due diligence of a product does not take into consideration any assistance it may receive. Therefore, this is not considered a conflict of interest but a benefit for you and us.

B. Trinity does not directly or indirectly compensate any person who is not a supervised person of our firm for referrals. Further, we do not receive an economic benefit from a non-client for providing investment advice or advisory services to you. Lastly, we do not compensate any person or entity for referring business to Trinity.

## **CUSTODY**

### **Item 15**

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

You will receive statements from the custodian and you should review these statements.

## **INVESTMENT DISCRETION**

### **Item 16**

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

Additionally, you are advised that:

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

## **VOTING CLIENT SECURITIES**

### **Item 17**

Trinity does not vote your securities. Unless you suppress proxies, securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact your Advisory Representative about questions you may have and opinions on how to vote the proxies. However, the voting and how you vote the proxies is solely your decision.

## **FINANCIAL INFORMATION**

### **Item 18**

A. Trinity will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service; therefore, a balance sheet is not required to be attached.

B. Trinity has discretionary authority over client accounts; however that authority does not extend to the withdrawal of any client assets, with the exception of deduction of Trinity's advisory fees from your accounts. We are financially stable. There is no financial condition that is likely to impair our ability to meet our contract actual commitment to you or any other client.

C. Neither Trinity nor its Advisory Representative has ever been the subject of a bankruptcy petition.

**REQUIREMENTS for STATE REGISTERED ADVISERS**

**Item 19**

This section is not applicable to Trinity Financial Advisors, LLC since it is not state registered. Trinity Financial Advisors, LLC is registered with the Securities and Exchange Commission.