



*1040 Crown Pointe Parkway  
Suite 840  
Atlanta, GA 30338  
770.352.0449*

## *Disclosure Brochure*

*March 31, 2015*

This brochure provides information about the qualifications and business practices of Advisory Services Network, LLC (“ASN”). If you have any questions about the contents of this brochure, please contact Thomas C. Prescott, Managing Member, at 770.352.0449. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

ASN is an investment adviser registered with the SEC. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an investment adviser are intended to provide you with information to assist in your determination as to whether or not to retain the services of that investment adviser.

Additional information about ASN also is available on the SEC’s website at:  
[www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

---

## Material Changes

---

**Advisory Services Network has made the following material changes to its brochure since its last annual update, dated March 31, 2014:**

- ✦ Laura Tedball has replaced James Angelos as Chief Compliance Officer for the firm.

Currently, our brochure may be requested by contacting our service team by phone at (770) 352-0449 or by e-mail at [serviceteam@advservnet.com](mailto:serviceteam@advservnet.com). We will provide you with a copy of our current brochure at any time without charge.

Additional information about us and about our investment advisory representatives (“IARs”) is also available via the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Information about your IAR may be found in the IAR’s supplement to our brochure.

*Advisory Services Network, LLC*

*SEC Number 801-71112*

*CRD Number 146051*

---

## Table of Contents

---

Advisory Business.....	2
<i>Portfolio Management Services</i> .....	3
<i>Wrap Fee Program</i> .....	4
<i>Assets Under Management</i> .....	4
<i>Third- Party Investment Advisory Services</i> .....	4
<i>Financial Planning Services</i> .....	5
<i>Investment Consulting Services</i> .....	6
Fees and Compensation.....	6
<i>Fees for Portfolio Management Services</i> .....	7
<i>Fees for Third-Party Investment Management Services</i> .....	9
<i>Fees for Financial Planning Services</i> .....	9
<i>Fees for Investment Consulting Services</i> .....	10
Performance-Based Fees .....	12
Types of Clients .....	12
Methods of Analysis, Investment Strategies and Risk of Loss .....	13
Disciplinary Information .....	14
Other Financial Industry Activities and Affiliations .....	14
Code of Ethics; Participation or Interest in Client Transactions and Personal Trading.....	15
Brokerage Practices .....	16
Review of Accounts .....	18
Client Referrals and Other Compensation.....	19
Custody .....	20
Investment Discretion .....	20
Voting Client Securities .....	21
Financial Information .....	21

---

## Advisory Business

---

Advisory Services Network, LLC (“ASN”, we, us, our, ours), located in Atlanta, Georgia, is a Limited Liability Company organized under the laws of the State of Georgia. Thomas C. Prescott and David E. Paulukaitis founded ASN in 2009 and are our principal owners. ASN is registered as an investment adviser with the Securities and Exchange Commission (“SEC”).

We offer investment advisory services through a network of independent Investment Adviser Representatives (“IARs”, advisory representative) who conduct business under the ASN name or another of our branded business names. In addition to ASN, certain IARs currently conduct advisory business through ASN under the following brands:

- |                                |                                      |
|--------------------------------|--------------------------------------|
| ◆ Argentora Wealth Management  | ◆ Harbor Wealth Advisors             |
| ◆ Associated Capital Advisors  | ◆ HLK Asset Management               |
| ◆ Balanced Wealth Advisors     | ◆ Howard Financial Services          |
| ◆ Black Bridge Advisors        | ◆ IntelliPlan Advisors               |
| ◆ Courtney Wealth Advisors     | ◆ Investment Planning Solutions      |
| ◆ Darwin                       | ◆ JCN Financial & Tax Planning Group |
| ◆ Duet Wealth Management       | ◆ Judge Asset Management             |
| ◆ Enhance Wealth               | ◆ Knox & Downing Advisors            |
| ◆ Financial Analysts           | ◆ Richter Wealth Advisory            |
| ◆ Foothills Capital Management | ◆ Tenet Wealth Management            |
| ◆ Garrard Wealth Management    | ◆ Terra Stone Wealth Management      |
| ◆ Greer Capital                | ◆ TwoTalents Capital Management      |
| ◆ Guy P. Jones CFP             |                                      |

Our IARs who use branded business names are noted as a member of the Advisory Services Network, LLC because they are registered with and offer advisory services through us. The term “member” does not imply any ownership interest in or control of ASN.

Our IARs may individually manage the investment assets of their clients as well as recommend or select independent third-party investment managers to manage all or a portion of client investment assets. Our IARs work with you to identify your investment goals, objectives, and risk tolerances in order to structure an investment account and an investment strategy that is consistent with your stated investment objectives.

Our IARs also provide investment consulting services that may include comprehensive financial planning or may address specific needs you identify.

### **Portfolio Management Services**

The investment accounts managed by our IARs may consist of stocks, bonds, mutual funds, exchange-traded funds (“ETFs”), options, and alternative investments such as limited partnerships and real estate investment trusts.

We may also recommend that a portion of your portfolio be allocated to a third-party manager as described below under the heading, “Third-Party Investment Advisory Services.” The services and fees of such manager will be fully described in its disclosure brochure. Under Portfolio Management Services, the third party manager’s fees will be separate and distinct from our advisory fee.

Your investment accounts and the investment strategies utilized are based upon your specific individual investment objectives, goals and risk tolerances. Our IARs may periodically adjust your account (a process referred to as “rebalancing”) to help ensure that your investment account remains consistent with your objectives, goals, and risk tolerances.

Our IARs rely upon you to notify them of any changes in your objectives, goals and risk tolerances, as well as any other material changes in your personal circumstances (such as your employment, marital status, financial condition, etc.). These changes may require changes in your investment account and the investment strategies employed.

Our IARs may manage your investment account on either a discretionary basis (meaning that you authorize your IAR to make specific investment decisions on your behalf) or non-discretionary basis (meaning that your IAR must obtain your specific prior approval before a transaction can be effected for your investment account).

Whether your IAR is authorized to exercise discretion with respect to your investment account is your choice. When you establish an advisory relationship with us, we will ask that you advise us in writing how you would like your IAR to handle your account.

The scope of the discretionary authority that you may grant to one of our IARs is limited to selecting specific investments for your account and deciding how to allocate your assets among those investments. Your IAR may decide if and when to

buy, hold, or sell those investments. Once you have granted discretionary authority to your IAR, it is effective until you change it or revoke it in writing.

You may impose any reasonable restrictions upon the manner in which your IAR manages your investment account. For example, you may restrict the management of your account to certain types of investment products or investment strategies.

### **Wrap Fee Program**

ASN offers a wrap fee program through which we provide portfolio management services as outlined above, for one fee. The wrap fee includes our advisory fee, custodial and brokerage fees. This program is more fully described in our *Advisory Services Network, LLC Wrap Fee Program Brochure*. This brochure will be provided to clients utilizing our wrap fee program and free of charge to any client upon request.

A wrap fee program may cost you more or less than purchasing these services separately, depending on the amount of trading activity in your account, the value of services that are provided to you under this program, and other factors. Therefore, IARs may have a financial incentive to recommend the wrap fee program over other programs or services. Generally, wrap programs may result in higher overall costs to you in accounts that experience little trading activity. Please review the costs carefully with your IAR to determine whether our wrap fee program is appropriate for your circumstances.

We do not manage wrap accounts differently from how we manage non-wrap accounts.

### **Assets Under Management**

As of December 31, 2014 we managed approximately \$ 707.4 million in client assets on a discretionary basis (meaning our advisory representatives made all of the investment decisions). Approximately \$ 90.7 million in client assets were managed on a non-discretionary basis (meaning our clients made the investment decisions based upon our recommendations).

### **Third- Party Investment Advisory Services**

We may recommend that all or a portion of your portfolio be allocated to unaffiliated third party investment managers. We have entered into agreements with various third-party investment managers to provide investment management services for our clients. Your IAR will use the information you have provided about your investment objectives, goals, and risk tolerances, as well as other relevant information, to identify

a third-party investment manager(s) whose investment strategies appear appropriate for you.

Some of the other relevant information considered in recommending a third-party investment manager include (but are not limited to):

- your preference for certain types of investments or investment strategies;
- your investment time horizon;
- the size and composition of your investment account;
- your tax considerations;
- your IAR's prior experience with and preferences for particular investment managers;
- the fees charged by the investment manager; and
- the experience and capabilities of the investment manager.

### **Financial Planning Services**

Your IAR may prepare and provide you with a comprehensive, written financial plan designed to help you achieve your financial goals and investment objectives. The preparation of such a plan requires that you provide your IAR with personal data such as family records, employment records, budgeting, assets, liabilities, estate information, and tax information. The financial plan may address any or all of the following as you request and/or direct:

- |   |  |
|---|--|
| ➤ asset protection                        | ➤ multi-generational planning            |
| ➤ tax planning                            | ➤ wealth transfer                        |
| ➤ business succession                     | ➤ charitable gifting                     |
| ➤ strategies for exercising stock options | ➤ long-term care and disability planning |
| ➤ cash flow                               | ➤ retirement planning                    |
| ➤ education planning                      | ➤ insurance planning                     |
| ➤ estate planning                         | ➤ asset allocation comparisons           |
| ➤ risk management                         |  |

Should you choose to implement the recommendations contained in your financial plan, we encourage you to work closely with your attorney, accountant, insurance agent, and other advisers. Your IAR will assist you to the extent you choose.

Although you may choose to implement the recommendations made in your financial plan through your IAR, you are free to employ the services of any advisor or registered representative of your choice, regardless of whether or not that person is associated with ASN.

## **Investment Consulting Services**

Our IARs may offer investment consulting services that are limited to the specific areas you identify. These services are not considered financial planning services because we will not perform a comprehensive analysis of your financial position and will not prepare a written report documenting our review.

The consulting services our IARs provide may include (but are not limited to):

- Assisting you in the preparation of an investment policy statement;
- Reviewing and recommending changes to an existing investment policy statement (or similar guidelines, policies, and/or investment allocation that you are employing);
- Reviewing existing contracts you have with service providers such as managers and consultants, and making recommendations for changes;
- Assisting you in renegotiating the fees you pay to service providers and/or assisting you in conducting a search for new service providers;
- Analyzing the performance of your current investment manager;
- Advising you regarding the manner in which your investment account is being managed and, at your request, assisting you in searching for a new investment manager;
- Advising you on the purchase and sale of particular individual investments;
- Monitoring your transaction costs; and
- Monitoring compliance by your investment managers with your investment policy statement.

As noted above, regardless of the services you choose, we strongly encourage you to notify your IAR promptly if there are any changes in your personal circumstances, financial situation, investment objectives, or risk tolerances.

---

## **Fees and Compensation**

---

We offer all of our services on a fee-only basis. Our fee is calculated based upon the net market value of the investment assets in your account. One-fourth of our fee is billed each calendar quarter based on the value of your account on the last day of that quarter.

Broker-dealers and other financial institutions that hold investment accounts for advisory clients are referred to as custodians. Your custodian will determine the values of the assets in your account.



We charge our investment management fees in advance, meaning that we charge our fees before we have provided our services to you. Our initial fee will be calculated on the day your investment assets are received by your custodian. The amount of the fee will be calculated based on the number of days remaining in that quarter.

Should either one of us terminate the advisory agreement we have entered into before the end of a billing period, any unearned fees that were deducted from your account will be returned to you by us. The amount refunded to you is calculated by dividing the most recent advisory fee you paid by the total number of days in the quarter. This daily fee is then multiplied by the number of calendar days in the quarter that our agreement was in effect. This amount, which equals the amount we earned for the partial quarter, is subtracted from the total fee you paid in advance to determine your refund.

### **Fees for Portfolio Management Services**

All fees are negotiable at our sole discretion. Our fees may be charged based on a tiered schedule or a floating flat schedule. In a tiered schedule, a different rate is applied to different portions of your assets, based on established breakpoints. If a floating flat schedule is applied, the same rate is applied to all assets, based on the total account assets. Please see the examples following each schedule.

**Tiered Schedule.** Our maximum annual fees for the direct management of your account under a Tiered Schedule are as follows:

Assets Under Management	Maximum Annual Fee*
First \$500,000	2.25%
Next \$1,500,000 (up to \$2,000,000)	1.75%
Next \$3,000,000 (up to \$5,000,000)	1.50%
Assets Over \$5 million	1.25%
*All fees are negotiable and defined in your Investment Advisory Agreement.	

*Example Tiered Fee Calculation based on \$2,015,000 assets:*

$$\text{Annual Fee} = (\$500,000 \times 2.25\%) + (\$1,500,000 \times 1.50\%) + (15,000 \times 1.25\%)$$

Floating Flat Rate Schedule. Our maximum fees for the direct management of your account under a Floating Flat Rate Schedule are as follows:

Assets Under Management	Maximum Annual Fee*
0 - \$500,000	2.25%
\$500,001 - \$2,000,000	1.75%
\$2,000,0001 to \$5,000,000	1.50%
Over \$5 million	1.25%
*All fees are negotiable and defined in your Investment Advisory Agreement.	

*Example Floating Flat Fee Calculation based on \$2,015,000 assets:*

$$\text{Annual Fee} = \$2,000,015 \times 1.50\%$$

We require that you authorize us in writing to direct your custodian to pay our investment advisory fees directly to us by charging your account. This authorization is set forth in the investment advisory agreement you will execute to retain our services.

Your custodian will provide you with statements that show the amount of the advisory fees paid directly to us. Your custodian does not verify the accuracy of our fee calculations so please review your statements carefully.

Our fees may be higher or lower than the fees charged by other advisors for similar services.

In addition to our fee, you may be required to pay other charges such as:

- custodial fees;
- brokerage commissions;
- transaction fees;
- internal fees and expenses charged by mutual funds, ETFs and variable annuities;
- fees charged by third party money managers;
- maintenance and termination fees for IRAs, certain retirement and qualified accounts; and,
- other fees and taxes on brokerage accounts and securities transactions.

None of these fees are paid to or shared with us.

Mutual fund companies, ETFs, and variable annuity issuers charge internal fees and expenses for their products. These fees and expenses are in addition to any advisory fees charged by us. Complete details of these internal fees and expenses are explained in the prospectuses for each investment. You are strongly encouraged to read these documents before making or authorizing any investments. Your IAR will be available to answer any questions you have about fees and expenses.

If you purchase mutual fund shares through the custodian, you may pay a transaction fee that would not be charged if the transaction were made directly through the mutual fund company. Also, mutual funds held in accounts at brokerage firms may charge internal fees that are different from mutual funds held at the mutual fund company.

You may purchase shares of mutual funds directly from the mutual fund company without a transaction fee. Those investments, however, will not be part of our advisory relationship with you. This means that they will not be included in our investment strategies, investment performance monitoring, or investment reallocations.

Please be sure to read the section entitled “Brokerage Practices,” which follows later in this brochure.

### **Fees for Third-Party Investment Management Services**

The advisory services provided by third-party investment managers and the fees they charge for those services are detailed in their respective disclosure brochures. Your IAR will provide you with a copy of the brochure for each investment manager recommended to you. The fees paid to third-party investment managers are in addition to the fees paid to ASN for the advisory services provided by your IAR, and will appear separately on your custodial statement. Under a wrap fee arrangement, the total fees specified in your Client Agreement will include the sum of the fees payable to the third party asset manager and those paid to ASN. However, the respective amounts will show separately on your custodial statement.

### **Fees for Financial Planning Services**

Fees for financial planning services are charged on an hourly or fixed-fee basis. On-going financial planning services may be charged based as a percentage of the value of your investment account. The manner in which you are charged and the amount you will be charged will be negotiated between you and your IAR, and described in your investment advisory agreement.

Generally, the amount of our fees will depend upon the complexity of the services you need. Fixed fees may range from \$1,000 to \$40,000 per plan and hourly fees may range from \$150 - \$400 per hour. Your IAR will provide you with an estimate of the cost of the services to be provided to you prior to beginning the financial planning process.

Fixed fees are payable upon execution of the financial planning agreement. With the concurrence of your IAR, you may pay one-half (1/2) the fee upon execution of the financial planning agreement and the other half upon delivery of the plan. Financial plans will be completed within 120 days of when a fixed fee is assessed. Alternatively, with the concurrence of your IAR, you may pay this fee on a quarterly basis. Under this arrangement, one-quarter (1/4) of the fee will be due upon execution of our financial planning agreement and one-quarter (1/4) of the fee will be billed quarterly in advance thereafter until either the fee is paid in full or we have provided all of the services we agreed to provide to you. In that case, the balance of the fee will be due in its entirety.

Hourly fees are billed on a quarterly basis or upon completion of the services specified in the financial planning agreement, whichever comes first.

The Financial Planning Agreement may be terminated upon written notice by either party. Unearned fees paid in advance will be refunded pro rata, based on the work completed.

### **Fees for Investment Consulting Services**

The amount of the fee for investment consulting services will be negotiated between you and your IAR and will depend on the scope and complexity of the services to be provided, and the estimated amount of time it will take to provide those services. Fees may be charged on a fixed, hourly, or an asset based basis. The services and the fees for those services will be described in the Investment Consulting Agreement.

Fixed Fees. Fixed fees will range from \$1,000 - \$40,000 per project, or per year for on-going consulting services. Generally, you will be required to pay one-half (1/2) of fixed fees at the time of the execution of our consulting services agreement and the remaining one-half (1/2) when your IAR completes the service you requested. Fees for on-going consulting, and as agreed upon by you and your IAR, will be billed quarterly, in advance, based on a fixed flat annual fee. The initial payment is due upon execution of the agreement.

Hourly Fees. Hourly fees are billed quarterly on the last business day of each calendar quarter or upon completion of the services specified in the consulting services

agreement, whichever comes first. The hourly fee will range from \$150 to \$400 per hour.

Asset-Based Fees. Asset-based fees will be billed quarterly in advance, pro-rated for the number of days in a particular quarter. They will be calculated on the value of the assets for which consulting services will be provided as determined by the account custodian on the last business day of the preceding quarter. The initial payment will be due upon execution of the Investment Consulting Agreement and will be calculated based on the value of the assets at the time the agreement is signed, and the number of days remaining in the quarter.

The Consulting Agreement may be terminated upon written notice by either party. Unearned fees paid in advance will be refunded pro rata, based on the work completed or, when fees are paid quarterly, based on the number of days in the quarter for which the agreement was in place.

Whether you implement any investment recommendations resulting from the financial planning or investment consulting services provided by your IAR is entirely at your discretion. If you implement those recommendations, you may do so through the financial professional of your choice. If you implement those recommendations through your IAR, we will receive compensation for the services provided in conjunction with that implementation.

Our IARs may also be registered representatives of broker-dealers that are members of Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). Those broker-dealers are not affiliated with us.

If you choose to effect securities transactions through your IAR in his/her capacity as a registered representative of a broker-dealer, your IAR may receive commissions and other compensation from those transactions. For example, your IAR may receive 12b-1 fees, which are fees paid by mutual fund companies for the on-going marketing of their investment products.

We do not permit our IARs to manage client investment accounts through the broker-dealers with which they are associated. We do, however, permit them to implement the recommendations from a financial plan through such arrangements. Thus, your IAR could receive both a fee for financial planning services and commissions from the transactions effected to implement the recommendations from the financial plan.

Our IARs may also be licensed to sell insurance products through various insurance companies that are unaffiliated with us. As such, they may receive commissions from any insurance products you purchase through them.

Our IARs may also be registered to recommend or offer futures and commodities products through Introducing Brokers registered with the Commodity Futures Trading Commission (“CTFC”)—and the National Futures Association (“NFA”). Those Introducing Brokers are not affiliated with us. ASN does not offer advice related to commodities and futures products.

If you choose to effect commodities or futures transactions through your IAR in his/her capacity as an associated person of an Introducing Broker, your IAR may receive commissions or other compensation from those transactions.

The arrangements described above may present a conflict of interest because they could create an incentive for your IAR to make recommendations based upon the amount of compensation he or she could receive rather than based upon your particular needs. We are nonetheless committed to acting in your best interests at all times.

Your IAR will explain to you the specific costs associated with any investments recommended to you.

You are under no obligation to purchase investment or insurance products or to implement any financial plan recommendations through your IAR. You may purchase those products and implement financial plan recommendations through the investment or insurance professional of your choice.

---

## **Performance-Based Fees**

---

We do not charge performance-based fees for any of the services described in this brochure. Performance-based fees are generally based on a percentage of the capital gains on and/or appreciation of the client account assets.

---

## **Types of Clients**

---

We provide advisory services primarily to individuals and families, including their trusts, estates, and retirement accounts. We also provide services to corporations or other entities.

As a condition for starting and maintaining an advisory relationship with us, we generally require that you have a minimum investment account of \$25,000. We, at

our sole discretion, may allow you to engage our services if you have a smaller account. Some of the factors we consider in making this determination include pre-existing client relationships we may have with you or your family members, any additional assets you are anticipated to receive in the future, your account composition, and your anticipated future earning capacity.

At our discretion, we may consider the accounts of your family members in determining whether your account meets our minimum account size requirement.

---

## **Methods of Analysis, Investment Strategies and Risk of Loss**

---

Our IARs select specific investments for your portfolios through the use of fundamental and technical analysis.

Fundamental analysis is a method of evaluating a company that has issued securities by attempting to measure the value of its underlying assets. This entails studying overall economic and industry conditions as well as the financial condition and the quality of the company's management. Earnings, expenses, assets, and liabilities are all important in determining the value of a company. The value is then compared to the current price of the company's securities to determine whether to purchase, sell or hold those securities.

Technical analysis is a method of evaluating securities by analyzing statistics associated with market activity, such as past prices and trading volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future performance.

The main sources of information used to formulate investment advice and/or manage assets includes financial publications, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the SEC, company press releases and timing services.

The investment strategies of our IARs may include long-term and short-term investments. You may place reasonable restrictions on the strategies to be employed by your IAR in your account (such as, for example, the types of investments to be held in your account).

As previously noted, we may recommend the use of third-party investment managers to implement our investment advice. We analyze individual investment managers based upon their investment strategies, experience, performance track record, reputations, and fee arrangements.



Although we manage your account in a manner we believe is consistent with your specific investment objectives and risk tolerances, there can be no guarantee that our efforts will be successful. General economic conditions, current interest rates, the performance of a particular industry or a particular company, and any number of other factors can affect investment performance.

You should be prepared to bear the risk of loss. All investments are subject to loss, including (among other things) loss of principal, a reduction in earnings (including interest, dividends and other distributions), and the loss of future earnings.

The use of margin, options and short sales are higher risk strategies. It is possible to lose all of the principal you invest, and sometimes more. In a cash account, your risk is limited to the amount of money that you have invested. In a margin account, your risk includes the amount of money invested plus the amount that has been loaned to you. When you short sell, your losses can be infinite.

You should also be aware that transactions in the account (including account reallocations and rebalancing) may trigger a taxable event for you (unless your account is a qualified retirement account).

---

## **Disciplinary Information**

---

We have not been the subject of any legal or disciplinary events that would be material to your evaluation of our business or the integrity of our management.

---

## **Other Financial Industry Activities and Affiliations**

---

Our Managing Members, Thomas C. Prescott and David E. Paulukaitis, also own Mainstay Capital Markets Consultants, Inc. (“Mainstay”). Mainstay provides compliance consulting services to broker-dealers and investment advisers. The activities of Mainstay are wholly independent from our activities.

As previously noted, certain of our IARs may be registered representatives of broker-dealers unaffiliated with us. They may be licensed to sell insurance products through various insurance companies that are unaffiliated with us. Certain IARs may be associated with a commodities and futures Introducing Broker that is unaffiliated with us. You are under no obligation to utilize the services of your IAR in the purchase or sales of securities, insurance or futures products through his/her association with a broker-dealer, insurance company or Introducing Broker. However, any transactions you may effect through your IAR in conjunction with those relationships may result



in the receipt of commissions and other compensation in addition to any advisory fees that we charge.

Certain IARs also practice as attorneys, accountants, and tax preparers. You are under no obligation to utilize services of your IAR for these services; however any services you may utilize through your IAR in conjunction with those activities may result in compensation additional to any advisory fees that we charge.

Information about your IAR's financial industry activities and affiliations is disclosed in the IAR's Supplement which you will receive with this brochure. Additional information about your IAR is also available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

---

## **Code of Ethics; Participation or Interest in Client Transactions and Personal Trading**

---

We have adopted a *Code of Ethics* (“*Code*”) to address the standard of business conduct required of our IARs and employees. The *Code* includes our policies and procedures developed to protect your interests in relation to the following:

- the duty at all times to place your interests ahead of ours;
- that all personal securities transactions of our IARs and employees be conducted in a manner consistent with the *Code* and avoid any actual or potential conflict of interest, or any abuse of an IAR's or employee's position of trust and responsibility;
- that IARs may not take inappropriate advantage of their positions;
- that information concerning the identity of your security holdings and financial circumstances are confidential; and
- that independence in the investment decision-making process is paramount.

We will provide a copy of the *Code* to you or any prospective client upon request.

We do not buy or sell securities for our own account that we also recommend to you. Our IARs and employees are permitted to buy or sell the same securities for their personal and family accounts that are bought or sold for your account.

The personal securities transactions of our IARs and employees may raise potential conflicts of interest when they trade in a security that is owned by you or is being considered for purchase or sale for your account.

We have adopted policies and procedures that are intended to address these conflicts of interest. These policies and procedures:

- ✦ require our IARs and employees to act in your best interest,
- ✦ prohibit favoring one client over another, and
- ✦ provide for the review of transactions to discover and correct any trade in an IAR's or employee's account that is effected in a manner inconsistent with our *Code*.

Our IARs and employees must follow our procedures when purchasing or selling the same securities purchased or sold for your account.

---

## Brokerage Practices

---

We will generally recommend that the custodian and broker-dealer for your account be either Fidelity Brokerage Services, LLC ("Fidelity"), Schwab Advisor Services division of Charles Schwab & Co., Inc. ("Schwab"), or T.D. Ameritrade, Inc. ("TD Ameritrade") (together "custodians") although we may agree to employ the services of one or more other custodians.

We are independently owned and operated and not affiliated with the custodian we recommend. Our use of a particular custodian is, however, a beneficial business arrangement for us and for the custodian. Information regarding the benefits of this relationship is described below.

Our recommendation of a specific custodian is based in part on our existing relationships; the custodian's financial strength; reputation; breadth of investment products; and, the cost and quality of custody and brokerage services provided to you and our other clients.

The determining factor in the selection of a particular custodian to execute transactions for your accounts is not the lowest possible transaction cost, but whether they can provide what is in our view the best qualitative execution for investment transactions for your account.

In addition to brokerage and custody services, services customarily made available to advisers include access to investments generally available to institutional investors; research; software; and, educational opportunities. Custodians may also make

available or arrange for these types of services to be provided to us by independent third parties. Custodians may discount or waive the fees they would otherwise charge for some of the services they make available to us. They may also pay all or a part of the fees of a third party providing these services to us.

We receive economic benefits as a result of our relationship with the custodians because we do not have to produce or purchase the products and services listed above. These services are not contingent upon us committing any specific amount of business to the custodians in trading commissions. We do not enter into soft-dollar arrangements with custodians or brokers.

Because the amount of products or services we receive may vary depending on the custodian we recommend to be used by our clients and the amount of client assets in accounts at that custodian, we may have a conflict of interest in making that recommendation. Our recommendation of specific custodians may be based in part on the economic benefit to us and not solely on the nature, cost or quality of custody and brokerage services provided to you and our other clients. We nonetheless strive to act in your best interests at all times.

The custodians do not charge separately for holding our client accounts, but may be compensated by you through other transaction-related fees associated with the securities transactions they execute for your account.

Commissions and other fees for transactions executed through the custodians we recommend may be higher than commissions and other fees available if you use another custodian or firm to execute transactions and maintain custody of your account. We believe, however, that the overall level of services and support provided to our clients by our recommended custodians outweighs the benefit of possibly lower transactions cost which may be available under other brokerage arrangements.

Many of the services described above may be used to benefit all or a substantial number of our accounts, including accounts not maintained through our recommended custodians. We do not attempt to allocate these benefits to specific clients.

### **Directed Brokerage**

You may direct us in writing to use a particular custodian to execute some or all of the transactions for your account. If you do so, you may be responsible for negotiating the terms and arrangements for the account with that custodian.

We may not be able to negotiate commissions, obtain volume discounts, or best execution with custodians with whom we do not have a pre-existing relationship. A difference in transaction fees and expenses may also exist between those charged to clients who direct us to use a particular custodian and other clients who do not.

### **Bunched Trading**

We may engage in “bunched trading,” which is the purchase or sale of a security for the accounts of multiple clients in a single transaction. If a bunched trade is executed, each participating client receives a price that represents the average of the prices at which all of the transactions in a given bunch were executed.

Executing a bunched trade allows transaction costs to be shared equally and on a pro rata basis among all of the participating clients. If the order is not completely filled, the securities purchased or sold are distributed among participating clients on a pro rata basis or in some other equitable manner.

Bunched trades are placed only when we reasonably believe that the combination of the transactions provides better prices for clients than had individual transactions been placed for clients.

Transactions for non-discretionary client accounts are generally not bunched with transactions for discretionary client accounts. Transactions for the accounts of our IARs and employees may be included in bunched trades. They will receive the same average price and pay the same commissions and other transaction costs, as clients.

Transactions for the accounts of our IARs or employees will not be favored over transactions for client accounts.

We are not obligated to include any client transaction in a bunched trade. Bunched trades will not be effected for any client’s account if doing so is prohibited or otherwise inconsistent with that client’s investment advisory agreement. No client will be favored over any other client.

---

## **Review of Accounts**

---

Our IARs review your account on an on-going basis to determine whether your investments and investment strategies are performing in a manner consistent with your stated objectives. Your IAR will contact you at least annually (or more often as agreed upon with you) to review your account with you and to update your financial status, goals, objectives, and risk tolerances. These reviews also consider any investment restrictions you have requested and how your investments meet your

investment time horizons, liquidity needs, tax considerations and other circumstances unique to you. Changes in your investments and your investment strategies will be made or recommended by your IAR as they are deemed appropriate.

As previously noted, we strongly encourage you to advise your IAR of any changes in your personal circumstances, your investment goals or objectives, and your risk tolerances to ensure that your investments and investment strategies are most appropriate for you.

In addition to the reviews done by your IAR, ASN staff monitor client accounts on an on-going basis to help ensure that the investments and transactions in those accounts are consistent with the information you have provided.

### **Third-Party Investment Management Services**

Our IARs will regularly review the reports provided to you by any third-party investment managers that are managing assets for you. Your IAR will contact you at least annually (or more often as agreed upon with you) to review your financial situation, investment goals and objectives and risk tolerances, and the performance of the third-party investment manager to help monitor that your account is being managed in a manner consistent with your objectives.

Again, we strongly encourage you to advise your IAR of any changes in your personal circumstances, your investment goals or objectives, and your risk tolerances to help ensure that your investments and investment strategies are appropriate for you.

You will receive statements on at least a quarterly basis from the custodian holding your account. These statements will identify your current investment holdings, the cost of each of those investments, and their current market values.

---

## **Client Referrals and Other Compensation**

---

We may enter into written agreements with certain unaffiliated investment advisers and other professionals (such as CPAs, attorneys, etc.) to compensate them for referring clients to us. We will pay these individuals (referred to as “solicitors”) a percentage of the advisory fee that you pay us if it is determined that you have become a client of ours as a result of their direct or indirect efforts.

The payments we make to a solicitor will not result in an increase in the amount of the advisory fee that the referred client will pay.

Our solicitation or referral arrangements will comply with applicable laws that govern:

- the nature of the services provided;
- the fees to be paid;
- disclosure of solicitor arrangements to clients; and
- client consents, as required.

We receive certain economic benefits as a result of our participation in Fidelity's and Schwab's institutional brokerage programs. Those benefits are described in detail in the preceding section entitled "Brokerage Practices."

---

## **Custody**

---

Your assets are maintained with a qualified custodian. We do not have physical custody of your assets but may be deemed to have custody when you authorize us to deduct our fees from your account. You will receive statements from your account custodian on at least a quarterly basis. We urge you to carefully review these statements. You should verify that the transactions in your account are consistent with your investment goals and the objectives for your account.

We also encourage you to contact your IAR or our Chief Compliance Officer should you have any questions or concerns regarding your account.

---

## **Investment Discretion**

---

As previously noted, we offer our advisory services on a discretionary basis (meaning that we do not need advance approval from you to determine the type and amount of securities to be bought and sold for your account) and on a non-discretionary basis (meaning that we need advance approval from you to determine the type and amount of securities to be bought and sold for your accounts).

We may only exercise discretion if you have provided that authority to us in writing. This authorization is typically included in the investment advisory agreement you enter into with us.

The discretionary authority you grant to us does not provide us the ability to choose the custodian through whom transactions for your account will be executed or to negotiate brokerage fees or expenses. Additionally, our discretionary authority does

not provide us the ability to withdraw funds from your account (other than to withdraw our advisory fees which may only be done with your prior written authorization).

We will exercise discretion in a manner consistent with the stated investment objectives for your account.

Typically under third-party investment management arrangements, the third-party investment manager exercises discretion in the management of your account. All securities transactions are selected and executed by that manager. We do not manage or obtain discretionary authority over the assets in those accounts. You may, however, grant us the discretionary authority to hire and fire such third-party managers on your behalf.

---

## **Voting Client Securities**

---

ASN and its IARs do not take any action or give any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which your accounts may be invested. In addition, we do not take any action or give any advice with respect to any securities held in any accounts that are named in or subject to class action lawsuits.

You will receive information related to proxies directly from your account custodian. We will forward to you any information received by us regarding proxies and class action legal matters involving any securities held in your accounts.

---

## **Financial Information**

---

We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to you. We have not been the subject of any bankruptcy proceedings.