

# **Hudock Capital Group, LLC**

## **WRAP FEE PROGRAM BROCHURE FORM ADV PART 2A APPENDIX 1**

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**This wrap fee program brochure provides information about the qualifications and business practices of Hudock Capital Group, LLC. If you have any questions about the contents of this brochure, please contact us at 570-326-9500. 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 Hudock Capital Group, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Hudock Capital Group, LLC is 149255.**

**Hudock Capital Group, LLC is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.**

## Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our last annual updating amendment dated March 27, 2014, we also amended our disclosure in "Item 14 Client Referrals and Other Compensation" regarding our use of an outside solicitor to introduce prospective clients to us. The added language reads as follows:

If you are introduced to us by either an unaffiliated or an affiliated solicitor we *may* pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisors Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from our investment management fees, and shall not result in any additional charge to you. If you are introduced to us 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 our written Brochure and a copy of the written disclosure statement from the solicitor to the prospective client disclosing the terms of the solicitation arrangement between our Firm and the solicitor, including the compensation to be received by the solicitor from our Firm.

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## Item 4 Services, Fees and Compensation

We are a registered investment adviser based in Williamsport, Pennsylvania. We are organized as a limited liability company under the laws of the Commonwealth of Pennsylvania. We have been providing investment advisory services since 2009. Barbara B. Hudock and Michael J. Hudock, Jr. are our firm's owners.

As used in this brochure, the words "we", "our" and "us" refer to Hudock Capital Group, LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this brochure. As used in this brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm. Individuals providing investment advice on behalf of our firm are also referred to as Relationship Managers.

We offer the following wrap-fee program to prospective and existing advisory clients. We act as the program sponsor to a Wrap Fee Program (the "Program") whereby client accounts are managed for a single fee that includes both management services and the transaction/commission costs. The Program is designed to assist you to clarify your investment needs and to obtain professional asset management for a convenient single "wrap fee." You are not charged separate fees for the respective components of the total services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

Prior to becoming a client under the wrap-fee program, you will be required to enter into a written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

We provide investment supervisory services through the Program, defined as giving continuous advice to you and/or making investments for your account(s) based on your individual needs. Through personal discussions in which your goals and objectives are established, we develop your personal investment policy and create and manage a portfolio for you based on that policy through portfolio managers.

Under the Program, we will manage your account either on a discretionary or non-discretionary basis. When you grant our firm discretionary authority to manage your account, we have the authority and responsibility to formulate investment strategies on your behalf. This authorization includes deciding which securities to buy and sell, when to buy and sell, and in what amounts, in accordance with your investment program, without obtaining your prior consent or approval for each transaction.

Discretionary authority is typically granted by the investment management agreement you sign with our firm, a power of attorney, and/or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. You may change/amend these limitations. Such amendments shall be submitted in writing. We will not wire or transfer funds to third parties without your prior written approval. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

Also, as part of our asset management services, to the extent specifically requested by the client, we may provide 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 Hudock Capital Group), we 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.

**Advised Accounts:** In some cases, you may elect to have us advise you on certain accounts without delegating the decision-making to our firm. We will make recommendations with regard to these accounts; however, you are responsible for deciding whether or not to implement our recommendations and for effecting any and all transactions on these advised accounts.

As part of our asset management services, we may use one or more outside portfolio managers to manage your account on a discretionary basis. We will regularly monitor the performance of your accounts managed by portfolio manager(s) and may hire and fire any portfolio manager without your prior approval. Our ability to hire and fire portfolio managers on your behalf is based on you granting our firm discretionary authority, which is typically granted by the investment management agreement you sign with our firm, a power of attorney, or trading authority forms. We may pay a portion of our advisory fee to the portfolio manager managing your account, or the manager may bill you on your account directly, depending on the specific agreement with each portfolio manager. In most cases, we discount our advisory fee so you will not pay a higher total advisory fee percentage as a result of the arrangement with outside portfolio managers.

Transactions for your account will be executed by National Financial Services, LLC, ("NFS" or "Fidelity"), or Pershing Advisor Solutions ("PAS" or "Pershing"). To compare the cost of the wrap fee program with non-wrap fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by Fidelity and/or PAS and the advisory fees charged by investment advisers.

### **Changes in Your Financial Circumstances**

In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than to manage your account in accordance with your designated investment objectives. It is your responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of revising our previous recommendations and/or services.

### **The Program Fee**

Our fee for asset management services through our wrap fee program is based on a percentage of your assets we manage as shown in the following fee schedule:

<b><u>Assets Under Management</u></b>	<b><u>Annual Fee</u></b>
Up to \$499,999	2.00%
\$500,000 - \$999,999	1.50%
\$1,000,000 - \$4,999,999	1.25%
\$5,000,000 +	Negotiable

Our annual asset management fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous calendar quarter. If the investment management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances. Generally, our fee for "advised accounts" is lower than our average asset management

services fee while still within the range of the same fee schedule shown above.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced asset management fee based on the available breakpoints in our fee schedule stated above.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

### **Termination of Advisory Relationship**

Either party may terminate the investment management agreement by providing written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the investment management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

### **Wrap Fee Program Disclosures**

- You should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately and/or from other advisers or broker/dealers.
- Our firm and Associated Persons receive compensation as a result of your participation in the wrap-fee program. This compensation may be more than the amount our firm or our Associated Persons would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm and our Associated Persons may have a financial incentive to recommend the Program.
- The Program may create a potential conflict of interest between you and our firm. You should be aware that we may have a disincentive to purchase or sell securities in your account because we pay the transaction costs associated with trades directed to the custodian.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Additional Fees and Expenses**

The wrap program fees that you pay to our firm for asset management services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds ("ETFs") (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. There may be other costs which are not included in the Program fee, such as national securities exchange fees; charges for transactions not executed through Fidelity and/or PAS, costs associated with exchanging currencies; wire transfer fees; or other fees required by law. To fully understand the total cost you will incur, you should review all the fees charged

by mutual funds, ETFs, our firm, and others.

## Item 5 Account Requirements and Types of Clients

We offer asset management services through our wrap fee program to individuals, trusts, estates, not-for-profit organizations, corporations, and other business entities. In general, we require a minimum of \$1,000,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

## Item 6 Portfolio Manager Selection and Evaluation

We are the sponsor and primary portfolio manager for the Wrap Fee Program.

### Performance-Based Fees and Side-by-Side Management

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described under Item 4 above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

### Our Methods of Analysis and Investment Strategies

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- **Charting Analysis** - involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- **Fundamental Analysis** - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- **Technical Analysis** - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- **Cyclical Analysis** - a type of technical analysis that involves evaluating recurring price patterns and trends.
- **Modern Portfolio Theory (MPT)** - a theory of investing which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully choosing the proportions of various assets. MPT is a mathematical formulation of the concept of diversification in investing, with the aim of selecting a collection of investment assets that has collectively lower risk than any individual asset. The risk, return, and correlation measures used by MPT are mathematical statements about the future. In practice, investors must substitute predictions based on historical measurements of asset return and volatility for these values in the equations. Very often such expected values fail to take account of new circumstances which did not exist when the historical data were generated.



- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Client assets are advised primarily based on the Modern Portfolio Theory and through diversification, which is a way to reduce risk by investing in a variety of assets.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

### **Outside Portfolio Managers**

We may use Riverfront Investment Group, LLC as an outside portfolio manager for the Program. We are not related, through control or ownership, to any outside portfolio managers.

The evaluation of the portfolio managers is based on data and information from several sources, including the manager, and independent databases. Among the types of information analyzed are historical performance, investment philosophy, investment style, historical volatility and correlation across asset classes. We also review the manager's Form ADV Part 2 in our evaluation process.

We receive performance calculations from the portfolio managers and we monitor accounts through Black Diamond Performance Reporting, a third party performance reporting system that provides us with performance data directly from the account custodian. On a quarterly basis, we compare the data we receive from Black Diamond Performance Reporting with the reports provided by the portfolio managers.

### **Voting Proxies**

We will not vote proxies on behalf of advisory accounts. In rare cases, and only at your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

## **Item 7 Client Information Provided to Portfolio Managers**

As required, in order to provide the program services, we will provide your private information to your account custodian. We may also provide your private information to mutual fund companies and/or private managers. We will only share the information necessary in order to carry out our obligations to you in servicing your account. We share your personal account data in accordance with our privacy



policy as described below.

### **Privacy Policy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker/dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will never sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an investment management advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy notice to you on an annual basis. Please contact Wayne L. Dieffenderfer, Chief Compliance Officer at 570-326-9500, if you have any questions regarding this policy.

## **Item 8 Client Contact with Portfolio Managers**

Without restriction, you should contact our firm and/or your assigned Relationship Manager directly with any questions regarding your account. In special circumstance, we may arrange communication between you and applicable outside portfolio managers.

## **Item 9 Additional Information**

### **Disciplinary Information**

Hudock Capital Group, LLC has been registered and providing investment advisory services since 2009. Neither our firm nor any of our Associated Persons has, nor has ever had, any reportable disciplinary information.

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

Some of the persons providing investment advice on behalf of our firm are registered representatives with Comprehensive Asset Management and Servicing, Inc. ("Comprehensive"), a securities broker/dealer. In their capacity as registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by these persons in their capacities as registered representatives is separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase securities products through any person affiliated with our firm.

Some of the persons providing investment advice on behalf of our firm are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance

products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Any material conflicts of interest between you and our firm, or our employees are disclosed in this Brochure. If at any time, additional material conflicts of interest develop, we will provide you with written notification of the material conflicts of interest or an updated Brochure.

### **Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting Wayne L. Dieffenderfer, Chief Compliance Officer at 570-326-9500.

### **Participation or Interest in Client Transactions**

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of asset management services as disclosed in this Brochure.

### **Personal Trading Practices**

Our firm, or persons associated with our firm, may buy or sell for their personal accounts the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in some cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm have priority over your account in the purchase or sale of securities.

### **Custody**

Hudock Capital Group, LLC is deemed to have custody of certain client funds and/or securities although all client funds and securities are held for safekeeping and recordkeeping at an unrelated bank, broker/dealer, or other independent, qualified custodian (i.e., Pershing and/or Fidelity). Under the current rules of the SEC, our custody arrangements must meet the following criteria: 1) All accounts are held at a qualified and unrelated custodian, 2) all clients are notified in writing, both at the inception of a custodial relationship and in the event of any changes in such relationship that the custodian is holding the funds or securities, the address of the custodian, and the manner in which the assets are held, and 3) clients receive statements directly from the custodian on at least a quarterly basis. We have taken steps to ensure that we are in compliance with these requirements.

The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact Wayne L. Dieffenderfer, Chief Compliance Officer at 570-326-9500.

### **Reviews of Accounts**

Your investment assets managed through our firm are monitored on a continuous basis with a formal review conducted by your assigned Relationship Manager at least annually. (Please refer to the ADV Part 2B for detailed information on your Relationship Manager.) Additional reviews may be provided at your request, based on deposits and/or withdrawals in the account, material changes in your financial condition, or at the portfolio manager's discretion. Our firm has a process to review the underlying portfolio assets, current market conditions, investment results, asset allocation, etc., to ensure investment strategy and expectations remain aligned with your stated goals and objectives.

We may provide you with additional written reports in conjunction with account reviews, depending on your specific arrangements with our firm. You will receive trade confirmations, monthly or quarterly statements, and annual tax reports from your account custodian(s).

### **Client Referrals and Other Compensation**

On occasion, our firm receives sponsorship funding for our educational client events from one or more mutual fund companies. This receipt of funding is a potential conflict of interest because it could influence our firm to continue utilizing those fund companies for client investments. However, our firm is committed to our fiduciary duty of putting our clients' interests first which mitigates the risk of possible influence on our decision making in this regard. In addition, please refer to the Research and Other Benefits section below for disclosures on research and other benefits we may receive resulting from our relationships with custodians/brokers/dealers we recommend to our clients.

If you are introduced to us by either an unaffiliated or an affiliated solicitor we *may* pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisors Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from our investment management fees, and shall not result in any additional charge to you. If you are introduced to us 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 our written Brochure and a copy of the written disclosure statement from the solicitor to the prospective client disclosing the terms of the solicitation arrangement between our Firm and the solicitor, including the compensation to be received by the solicitor from our Firm.

We have also entered into an arrangement with employees under which they receive compensation from our firm for the establishment of certain new client relationships. Employees who refer clients to our firm must comply with the requirements of the jurisdictions where they operate. The compensation they receive is equal to 25% net of the advisory fee collected from the client during the first year of your advisory relationship with our firm. You will not be charged additional fees based on this compensation arrangement. Incentive based compensation paid to these employees is contingent upon you entering into an advisory agreement with our firm. Therefore, they have a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

### **Brokerage Practices**

We generally recommend the brokerage and custodial services of National Financial Services, LLC, ("NFS"), Fidelity Brokerage Services, LLC (collectively, and together with all affiliates, "Fidelity"), Pershing Advisor Solutions ("PAS" or "Pershing"), and/or Comprehensive Asset Management and Servicing, Inc. ("Comprehensive" or "CAMAS").

We examined potential conflicts of interest when we chose to enter into a relationship with Pershing, Fidelity, and Comprehensive, and we determined that these relationships are in the best interests of our clients and that these custodians/broker/dealers satisfy our fiduciary obligations, including the duty to seek best execution. A client may pay a commission that is higher than what another qualified custodian/broker/dealer might charge to effect the same transaction where we have determined in good faith that the commission 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 the custodian/broker/dealer's services, including the value of research provided, execution capability, commission rates and the benefit to all clients. Best execution may not necessarily be the lowest possible commission rate for specific client account transactions. We believe that the recommended /custodian provides quality execution services for you at competitive price.

### **Research and Other Benefits**

Our firm has an arrangement with both Pershing and Fidelity through which both Pershing and Fidelity provide our firm with their "platform" services. The platform services include, among others, brokerage, custodial, administrative support, recordkeeping, and related services that are intended to support intermediaries such as our firm in conducting business and serving the best interests of clients. These may also be a benefit to our firm which may otherwise have to pay for such items at its own expense.

Pershing and Fidelity charge fees for the platform services mentioned above. Pershing and Fidelity enable our firm to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. As part of our arrangements, Pershing and Fidelity also make available to us, at no additional charge, certain research and brokerage services, including research services obtained by Pershing or Fidelity directly from independent research companies, as selected by our firm. Some research packages may be selected by us from the Pershing or Fidelity systems and do not incur an additional charge to our firm. For example, these research and brokerage services presently may include those provided by Reuters, Standard and Poor's, and Bloomberg, and may be used by our firm to manage accounts and provide advice to all clients regardless as to whether such clients use Pershing or Fidelity.

We may have an incentive to select or recommend a custodian/broker/dealer based on our interest in receiving the research or other products or services, rather than on our clients' interests.

Our firm is independently operated and owned and is not affiliated with either Pershing, or Fidelity, or Comprehensive.

### **Block Trades**

We combine multiple orders for shares of the same securities purchased for discretionary accounts; however, we do not combine orders for non-discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If you enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than clients who enter into discretionary arrangements with our firm.

When we combine multiple orders for shares of the same securities purchased for discretionary accounts, we will distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all

transaction costs. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

**Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, the profit is retained in the firm's error account to offset trade error losses.

**Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit, nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

Should we receive written or electronic notice of a class action lawsuit, settlement or verdict affecting securities owned by you, we will forward all notices, proof of claim forms and other materials to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward the information electronically.

**Financial Information**

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$1,200 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.