

Disclosure Brochure

December 21, 2015



FUSION
FAMILY WEALTH

This brochure provides information about the qualifications and business practices of Fusion Family Wealth, LLC (hereinafter "Fusion"). If you have any questions about the contents of this brochure, please contact the Firm at the telephone number listed below. 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 Fusion Family Wealth, LLC is available on the SEC's website at www.adviserinfo.sec.gov.

Fusion Family Wealth, LLC is an SEC registered investment adviser. Registration does not imply any level of skill or training.

88 Froehlich Farm Boulevard, Suite 401, Woodbury, New York 11797 | (516) 206-1320
www.FusionFamilyWealth.com

Item 2. Material Changes

In this Item, Fusion is required to discuss any material changes that have been made to the brochure since the last annual amendment. There is no such information to disclose in relation to this Item.

Item 3. Table of Contents

Item 1.	Cover Page	i
Item 2.	Material Changes	ii
Item 3.	Table of Contents	iii
Item 4.	Advisory Business	4
Item 5.	Fees and Compensation	6
Item 6.	Performance-Based Fees and Side-by-Side Management	7
Item 7.	Types of Clients	7
Item 8.	Methods of Analysis, Investment Strategies and Risk of Loss	8
Item 9.	Disciplinary Information	10
Item 10.	Other Financial Industry Activities and Affiliations	10
Item 11.	Code of Ethics.....	10
Item 12.	Brokerage Practices	12
Item 13.	Review of Accounts.....	14
Item 14.	Client Referrals and Other Compensation.....	15
Item 15.	Custody.....	15
Item 16.	Investment Discretion	15
Item 17.	Voting Client Securities	16
Item 18.	Financial Information	16

Item 4. Advisory Business

Fusion began conducting business as an investment adviser in November 2013 and is wholly owned by its President and Chief Executive Officer, Jonathan Blau.

Fusion offers a variety of advisory services, which include financial planning, consulting and investment management services. Prior to the rendering any of the foregoing advisory services, clients are required to enter into one or more written agreements with Fusion setting forth the relevant terms and conditions of the advisory relationship (the “*Agreement*”). As of December 31, 2014, Fusion had approximately \$779,667,014 in assets under management, all of which was managed on a discretionary basis.

While this brochure generally describes the business of Fusion, certain sections also discuss the activities of its *Supervised Persons*, which refer to the Firm’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), employees or any other person who provides investment advice on Fusion’s behalf and is subject to the Firm’s supervision or control.

Financial Planning and Consulting Services

Fusion offers clients a range of financial planning and consulting services, which may include any or all of the following functions:

- | | |
|-------------------------------|-------------------------|
| • Business Planning | • Insurance Planning |
| • Corporate Advisory Services | • Retirement Planning |
| • Lending Services | • Risk Management |
| • Cash Flow Forecasting | • Charitable Giving |
| • Asset Allocation | • Distribution Planning |
| • Trust and Estate Planning | • Credit Analysis |
| • Financial Reporting | • Tax Planning |
| • Investment Consulting | • Manager Due Diligence |

In performing these services, Fusion is not required to verify any information received from the client or from the client’s other professionals (e.g., attorneys, accountants, etc.) and is expressly authorized to rely on such information. Fusion may recommend the services of itself, its *Supervised Persons* in their individual capacities as insurance agents and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if clients engage Fusion to provide additional fee-based services. Clients retain absolute discretion over all decisions regarding implementation and are under no obligation to act upon any of the recommendations made by Fusion under a financial planning or consulting engagement or to engage the services of any such recommended professionals, including Fusion itself. Clients are advised that it remains their responsibility to promptly notify the Firm of any

Fusion Family Wealth, LLC Disclosure Brochure

change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Fusion's previous recommendations and/or services.

Investment Management Services

Fusion manages client investment portfolios on a discretionary basis by primarily allocating assets among various independent investment managers ("Independent Managers"), mutual funds and exchange-traded funds ("ETFs").

Fusion tailors its advisory services to meet the needs of its individual clients and continuously seeks to ensure that client portfolios are managed in a manner consistent with their specific investment profiles. Fusion consults with clients on an initial and ongoing basis to determine their specific investment goals and objectives, risk tolerance, time horizon, liquidity constraints, cash flow needs and other related factors relevant to the management of their portfolios. Clients are advised to promptly notify Fusion if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Clients may impose reasonable restrictions or mandates on the management of their accounts if Fusion determines, in its sole discretion, the conditions would not materially impact the performance of a management strategy or prove overly burdensome to the Firm's management efforts.

In an effort to provide clients with greater transparency, the fees associated with Fusion's investment advisory services do not include securities brokerage charges and transaction fees, as the Firm does not serve as the sponsor or manager to a wrap fee program (i.e., an arrangement where brokerage commissions and transaction costs are absorbed by the Firm).

Use of Independent Managers

As mentioned above, Fusion may select certain Independent Managers to actively manage a portion of its clients' assets. The specific terms and conditions under which a client engages an Independent Manager are set forth in a separate written agreement between the designated Independent Manager and either Fusion or the client. In addition to this brochure, clients may also receive the written disclosure documents of the designated Independent Managers engaged to manage their assets. Fusion does not receive compensation from these Independent Managers.

Fusion evaluates various information about the Independent Managers it chooses to manage client portfolios, which may include the Independent Managers' public disclosure documents, materials supplied by the Independent Managers themselves and other third-party analyses it believes are reputable. To the extent possible, the Firm seeks to assess the Independent Managers' investment strategies, past performance and risk results in relation to its clients' individual portfolio allocations and risk exposure. Fusion also takes into consideration each Independent Manager's management style, returns, reputation, financial strength, reporting, pricing and research capabilities, among other factors.

Fusion Family Wealth, LLC Disclosure Brochure

Fusion continues to provide services relative to the discretionary selection of the Independent Managers. On an ongoing basis, the Firm monitors the performance of those accounts being managed by Independent Managers. Fusion seeks to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests.

Item 5. Fees and Compensation

Fusion offers its services on a fee basis, meaning that clients pay an annual fee based upon assets under management and/or advisement.

Investment Advisory Fees

Fusion provides the foregoing investment advisory services for an annual fee based on the amount of assets under the Firm's management and/or advisement, which is generally calculated in accordance with the following fee schedules:

PORTFOLIO VALUE	ANNUAL FEE
Under \$3,000,000	1.00%
Over \$3,000,000 but less than \$10,000,000	0.85%
Above \$10,000,000	0.70%

This fee is billed on a quarterly basis, in advance, based upon the market value of the assets on the last day of the previous quarter. If assets in excess of \$10,000 are deposited into or withdrawn from an account after the inception of a billing period, the fee payable with respect to such assets is adjusted to reflect the interim change in portfolio value. For the initial period of an engagement, the fee is calculated on a *pro rata* basis. In the event the advisory agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the unearned portion is refunded to the client, as appropriate.

Fee Discretion

Fusion, in its sole discretion, may negotiate to charge a different fee rate based upon certain criteria, such as anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing/legacy client relationship, account retention and *pro bono* activities.

Additional Fees and Expenses

In addition to the advisory fees paid to Fusion, clients may also incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks and other financial institutions (collectively "Financial Institutions") as well as a fee for the Dynasty platform (see Item 10 "Other Financial

Industry Activities and Affiliations"). These additional charges may include securities brokerage commissions, transaction fees, custodial fees, reporting fees, fees charged by the Independent Managers, charges imposed directly by a mutual fund or ETF in a client's account, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees and other fees and taxes on brokerage accounts and securities transactions. The firm's brokerage practices are described at length in Item 12, below.

Fee Debit

Clients generally provide Fusion and certain Independent Managers with the authority to directly debit their accounts for payment of the investment advisory fees. The Financial Institutions that act as qualified custodian for client accounts have agreed to send statements to clients not less than quarterly detailing all account transactions, including any amounts paid to Fusion.

Account Additions and Withdrawals

Clients may make additions to and withdrawals from their account at any time, subject to Fusion's right to terminate an account. Additions may be in cash or securities provided that the Firm reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. Clients may withdraw account assets on notice to Fusion, subject to the usual and customary securities settlement procedures. However, Fusion designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. Fusion may consult with its clients about the options and implications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e., contingent deferred sales charge) and/or tax ramifications.

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

Fusion does not provide any services for a performance-based fee (i.e., a fee based on a share of capital gains or capital appreciation of a client's assets).

Item 7. Types of Clients

Fusion provides its services to families and individuals, pension and profit sharing plans, 401(k) plans, trusts, estates, charitable organizations, corporations and other business entities.

Minimum Account Requirements

Fusion generally requires a minimum portfolio value of at least \$5,000,000 in order to start and maintain an advisory relationship; however, the Firm may, in its sole discretion, accept clients with smaller portfolios under certain circumstances.

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

Methods of Analysis and Investment Strategies – Behavioral Finance Based

Fusion employs a variety of strategies when constructing investment portfolios, which are individually customized based upon each client's specific risk profile and investment objectives. In developing its strategies, Fusion generally utilizes a combination of fundamental, technical and cyclical methods of analysis and applies its knowledge of behavioral finance to adjust portfolio allocations to reflect each client's propensity to exhibit decision making influenced by emotional and/or cognitive behavior biases.

Fundamental analysis involves an evaluation of the fundamental financial condition and competitive position of a particular fund or issuer. For Fusion, this process typically involves an analysis of a fund's management team, investment strategies, style drift, past performance, reputation and financial strength in relation to the asset class concentrations and risk exposures of the Firm's model asset allocations. A substantial risk in relying upon fundamental analysis is that while the overall health and position of a company may be good, evolving market conditions may negatively impact the security.

Technical analysis involves the examination of past market data rather than specific issuer information in determining the recommendations made to clients. Technical analysis may involve the use of mathematical based indicators and charts, such as moving averages and price correlations, to identify market patterns and trends which may be based on investor sentiment rather than the fundamentals of the company. A substantial risk in relying upon technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Fusion will be able to accurately predict such a reoccurrence.

Cyclical analysis is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that Fusion is recommending. The risks with cyclical analysis are similar to those of technical analysis.

Behavioral Finance is the field of study that combines behavior and cognitive psychological theory with conventional economics and finance. (Modern Portfolio Theory) to provide explanations for why people make irrational financial decisions.

Risks of Loss

General Risk of Loss

Investing in securities involves risk, including the potential loss of principal. There can be no assurance that any investment or strategy will prove profitable and clients should be prepared to bear potential losses.

Market Risks

The profitability of a significant portion of Fusion's recommendations may depend to a great extent upon correctly assessing the future course of price movements of stocks, bonds and other assets classes. There can be no assurance that Fusion will be able to predict those price movements accurately.

Mutual Funds and ETFs

An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual fund and ETF shareholders are necessarily subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Such shareholders are also liable for taxes on any fund-level capital gains, as mutual funds and ETFs are required by law to distribute capital gains in the event they sell securities for a profit that cannot be offset by a corresponding loss.

Shares of mutual funds are generally distributed and redeemed on an ongoing basis by the fund itself or a broker acting on its behalf. The trading price at which a share is transacted is equal to a fund's stated daily per share net asset value ("NAV"), plus any shareholders fees (e.g., sales loads, purchase fees, redemption fees). The per share NAV of a mutual fund is calculated at the end of each business day, although the actual NAV fluctuates with intraday changes to the market value of the fund's holdings. The trading prices of a mutual fund's shares may differ significantly from the NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's shares trading at a premium or discount to actual NAV.

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed based ETFs and more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their *pro rata* NAV. There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 20,000 shares or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Use of Independent Managers

As stated above, Fusion may recommend the use of Independent Managers. In these situations, Fusion continues to do ongoing due diligence of such managers, but such recommendations rely to a great

extent on the Independent Managers' ability to successfully implement their investment strategies. In addition, Fusion generally may not have the ability to supervise the Independent Managers on a day-to-day basis.

Item 9. Disciplinary Information

Fusion has not been involved in any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of its management.

Item 10. Other Financial Industry Activities and Affiliations

Relationship with Dynasty Financial Partners, LLC

Fusion maintains a business relationship with Dynasty Financial Partners, LLC ("Dynasty"), which provides the Firm with operational and back office support including access to a network of service providers. Through the Dynasty network of service providers, Fusion has access to trading technology, transition support, reporting, custody, brokerage, investments, compliance and other related services. The fee for these services is included in the fee (See Item 5, "Fees and Compensation") paid by the client. The Firm may also engage and/or recommend Dynasty's subsidiary, Dynasty Wealth Management LLC, a registered investment adviser, to clients for certain outsourced investment services, such as separate account management, asset allocation strategies and externally managed investment programs. While the Firm believes this open architecture structure for both operational and investment services best serves the interests of its advisory clients, this relationship may potentially present certain conflicts of interest due to the fact that Dynasty retains a portion of the platform or other third party fees paid by clients for the services referenced above. Additionally where Fusion achieves certain breakpoints based on total client assets on the Dynasty platform (excluding certain IRA and ERISA accounts) it receives a portion of the Dynasty platform fees paid by the client (See Item 5, "Fees and Compensation"). Fusion also may receive additional benefits, in the form of lower platform fees, where it directs client assets to the Dynasty proprietary UMA and SMA programs noted above.

Fusion may also receive certain financing support made available through Dynasty Advisors Financing Services, LLC ("DAFS"), a wholly owned subsidiary of Dynasty. DAFS acts as a lender in partnership with various independent banks in providing a lending facility to assist advisors such as Fusion with business transition expenses and other costs associated with launching an independent advisory firm. Although Fusion has used the loan facility in the past, the Firm is under no obligation to utilize the lending facility and any loan is subject to standard underwriting requirements.

In light of the foregoing, Fusion seeks at all times to ensure that any material conflicts are addressed on a fully-disclosed basis and handled in a manner that is aligned with its clients' best interests. In addition, the Firm reviews all such relationships, including the service providers engaged through Dynasty, on an

ongoing basis in an effort to ensure clients are receiving competitive rates in relation to the quality and scope of the services provided.

Item 11. Code of Ethics

Fusion has adopted a code of ethics in compliance with applicable securities laws (“*Code of Ethics*”) that sets forth the standards of conduct expected of its *Supervised Persons*. Fusion’s *Code of Ethics* contains written policies reasonably designed to prevent certain unlawful practices such as the use of material non-public information by the Firm or any of its *Supervised Persons* and the trading by the same of securities ahead of clients in order to take advantage of pending orders.

The *Code of Ethics* also requires certain of Fusion’s personnel (called “*Access Persons*”) to report their personal securities holdings and transactions and obtain pre-approval of certain investments (e.g., initial public offerings, limited offerings). However, the Firm’s *Supervised Persons* are permitted to buy or sell securities that it also recommends to clients if done in a manner consistent with the Firm’s policies and procedures. This *Code of Ethics* has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by *Access Persons* to be completed without any appreciable impact on the markets of such securities. Therefore, under certain limited circumstances, exceptions may be made to the policies stated below.

When the Firm is engaging in or considering a transaction in any security on behalf of a client, no *Access Person* may knowingly effect for themselves or for their immediate family (i.e., spouse, minor children and adults living in the same household as the *Access Person*) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the *Access Person* is completed as part of a batch trade (as defined below in Item 12) with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers’ acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

Clients and prospective clients may contact Fusion to request a copy of its *Code of Ethics*.

Item 12. Brokerage Practices

Fusion generally recommends that clients utilize the custody, brokerage and clearing services of Fidelity Institutional Wealth Services and/or its affiliates ("*Fidelity*") and/or Pershing Advisor Solutions, LLC ("*Pershing*") for investment management accounts.

Factors which Fusion considers in recommending *Fidelity*, *Pershing* or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. *Fidelity* and *Pershing* enable Fusion to obtain mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by *Fidelity* and *Pershing* may be higher or lower than those charged by other Financial Institutions.

The commissions paid by Fusion's clients comply with the Firm's duty to obtain "best execution." Clients may pay commissions that are higher than another qualified *Financial Institution* might charge to effect the same transaction where Fusion determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a *Financial Institution's* services, including among others, the value of research provided, execution capability, commission rates and responsiveness. Fusion seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

Fusion periodically and systematically reviews its policies and procedures regarding its recommendation of Financial Institutions in light of its duty to obtain best execution.

The client may direct Fusion in writing to use a particular *Financial Institution* to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that *Financial Institution* and the Firm will not seek better execution services or prices from other Financial Institutions or be able to "batch" client transactions for execution through other Financial Institutions with orders for other accounts managed by Fusion (as described below). As a result, the client may pay higher commissions or other transaction costs, greater spreads or may receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, Fusion may decline a client's request to direct brokerage if, in the Firm's sole discretion, such directed brokerage arrangements would result in additional operational difficulties.

Transactions for each client generally will be effected independently, unless Fusion decides to purchase or sell the same securities for several clients at approximately the same time. Fusion may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Fusion's clients differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among Fusion's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent

that Fusion determines to aggregate client orders for the purchase or sale of securities, including securities in which Fusion's *Supervised Persons* may invest, the Firm generally does so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. Fusion does not receive any additional compensation or remuneration as a result of the aggregation. In the event that the Firm determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, Fusion may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist Fusion in its investment decision-making process. Such research generally will be used to service all of the Firm's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because Fusion does not have to produce or pay for the products or services.

Software and Support Provided by Financial Institutions

Fusion may receive from *Fidelity* and *Pershing*, without cost to Fusion, computer software and related systems support, which allow Fusion to better monitor client accounts maintained at *Fidelity* and *Pershing*. Fusion may receive the software and related support without cost because Fusion renders investment management services to clients that maintain assets at *Fidelity* and *Pershing*. The software and support is not provided in connection with securities transactions of clients (i.e., not "soft dollars"). The software and related systems support may benefit Fusion, but not its clients directly. In fulfilling its duties to its clients, Fusion endeavors at all times to put the interests of its clients first. Clients should be aware, however, that Fusion's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence Fusion's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support or services.

Specifically, Fusion may receive the following benefits from *Fidelity* and *Pershing*:

- Receipt of duplicate client confirmations and bundled duplicate statements;
- Access to a trading desk that exclusively services its institutional participants;
- Access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and
- Access to an electronic communication network for client order entry and account information.

These products or services may assist Fusion in managing and administering client accounts, including accounts not maintained at *Fidelity* and *Pershing*. Other services made available by *Fidelity* and *Pershing* are intended to help Fusion manage and further develop its business enterprise. The benefits received by Fusion's participation in *Fidelity* and *Pershing* customer programs do not depend on the amount of brokerage transactions directed to *Fidelity* and *Pershing*. Clients should be aware, however, that the receipt of economic benefits by Fusion or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Fusion's recommendation of *Fidelity* and *Pershing* for custody and brokerage services.

Item 13. Review of Accounts

Account Reviews

For those clients to whom Fusion provides investment management services, Fusion monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. Such reviews are conducted by Fusion's Principal and/or its investment adviser representatives. All investment advisory clients are encouraged to discuss their needs, goals and objectives with Fusion and to keep Fusion informed of any changes thereto. The Firm contacts ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Account Statements and Reports

Clients are provided with transaction confirmation notices and regular summary account statements directly from the Financial Institutions where their assets are custodied. From time-to-time or as otherwise requested, clients may also receive written or electronic reports from Fusion and/or an outside service provider, which contain certain account and/or market-related information, such as an inventory of account holdings or account performance. Clients should compare the account statements they receive from their custodian with those they receive from Fusion or an outside service provider.

Item 14. Client Referrals and Other Compensation

Client Referrals

If a client is introduced to Fusion by either an unaffiliated or an affiliated solicitor, Fusion may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Unless otherwise disclosed, any such referral fee is paid solely from Fusion's investment management fee and does not result in any additional charge to the client. If the client is introduced to the Firm by an unaffiliated solicitor, the solicitor provides the client with a copy of Fusion's written disclosure brochure which meets the requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of Fusion discloses the nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of Fusion's written disclosure brochure at the time of the solicitation.

Other Economic Benefits

In addition, Fusion is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. This type of relationship poses a conflict of interest and any such relationship is disclosed in response to Item 12, above.

Item 15. Custody

Fusion's Agreement and/or the separate agreement with any Financial Institution may authorize Fusion through such Financial Institution to debit the client's account for the amount of Fusion's fee and to directly remit that management fee to the firm in accordance with applicable custody rules.

The Financial Institutions recommended by the firm have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to Fusion. In addition, as discussed in Item 13, Fusion may also send periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the Financial Institutions and compare them to those received from Fusion.

Item 16. Investment Discretion

Fusion is given the authority to exercise discretion on behalf of clients. Fusion is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. Fusion is given this authority through a power-of-attorney included in the agreement between Fusion and the client. Clients may request a limitation on this authority (such as

indicating that certain securities not be bought or sold). Fusion takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made; and
- The Independent Managers to be hired or fired.

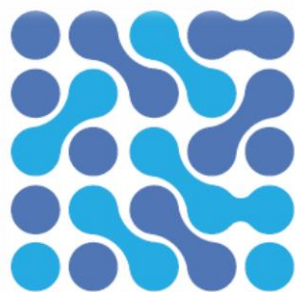
Item 17. Voting Client Securities

Fusion is required to disclose if it accepts authority to vote client securities. Fusion does not vote client securities on behalf of its clients. Clients receive proxies directly from the Financial Institutions and may contact the firm at the phone number on the cover of this brochure with questions about any such issuer solicitations.

Item 18. Financial Information

Fusion is not required to disclose any financial information pursuant to this Item due to the following:

- The Firm does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance of services rendered;
- The Firm does not have a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients; and
- The Firm has not been the subject of a bankruptcy petition at any time during the past ten years.



FUSION
FAMILY WEALTH

Prepared by:



MARKETCOUNSEL®
The Adviser's Advisor®