



**EnRich**Financial  
PARTNERS  
ALIGNING YOUR MONEY WITH YOUR LIFE

## **ENRICH FINANCIAL PARTNERS LLC**

FORM ADV – PART 2A INFORMATION

May 5, 2016

**This Brochure provides information about the qualifications and business practices of EnRich Financial Partners LLC (“EnRich”). If you have any questions about the contents of this Brochure, please contact us at (608)275-3442. 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.**

**Additional information about EnRich (CRD No. 111234), including a copy of its Form ADV Part 1, is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

*EnRich is a registered investment adviser. Registration of an investment adviser does not imply any certain level or skill or training.*

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### **ENRICH FINANCIAL PARTNERS LLC**

6502 Grand Teton Plaza, Suite 201

Madison, WI 53719

Phone (608)275-3442 Fax (608)275-3445

[www.enrichpartners.com](http://www.enrichpartners.com)

***Item 2 - Material Changes To This Brochure Since Its Last Annual Update.***

There have been no material changes made to this ADV Part 2A Brochure since the most recent annual update filing on March 31, 2015.

**ANY QUESTIONS: EnRich Financial Partners' Chief Compliance Officer, Christopher Rich, remains available to address any questions that an existing or prospective client may have regarding this Brochure.**

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#### ***Item 4 - Advisory Business***

EnRich Financial Partners LLC ("EnRich") is an SEC registered investment adviser. EnRich has been in business since 2003 and is owned by Elaine Beckett Rich and Christopher D. Rich. EnRich is not under common control with any other firm, nor does it control any other firm. Its only business is to provide investment advice.

#### **PARTNERSHIP ADVISORY SERVICES**

Partnership Advisory Services include: "Strategic Partnership Services," which are financial planning and investment consulting in nature; "Portfolio Management Services," which include discretionary investment management; and "Full Partnership Services," which are a combination of Strategic Partnership Services and Portfolio Management Services. Clients may choose the level of services to be provided by EnRich through the Partnership Advisory Services Agreement.

All services start with an EnRich Representative obtaining client information and determining which services will best suit client needs and objectives.

#### **Strategic Partnership Services**

Strategic Partnership Services offered by EnRich can include any combination of the following topics, as agreed on between EnRich and the client:

- Investment Consulting - is an analysis of current investments and expected new ownership or sale of investments and recommendations of an investment allocation designed to meet the client's goals.
- Retirement Funding and Income Analysis - is an analysis of retirement needs of the client. EnRich reviews existing designated retirement accounts. We estimate the retirement income and expenses at various ages, establish savings, investment and investment budgets designed to meet retirement goals.
- Education Funding Analysis - is an analysis of the projected amount needed to fund education of children or grandchildren. We establish savings and investment budgets designed to meet funding goals.
- Life Insurance Needs Analysis - is an analysis to determine recommended coverage amounts and benefits and costs of existing policies. We recommend changes as necessary in policy coverage over time to meet the client's financial needs.
- Disability Insurance Needs Analysis - is an analysis to review existing or proposed disability insurance coverage with the client in relation to the client's expected wage and income needs during disability. We assist with locating an insurer if necessary.

#### **Financial Coaching Services**

EnRich may also offer Financial Coaching Services which are designed to assist the client in making financial decisions and achieving peace of mind. The scope of the engagement is defined individually based upon client needs. This service may or may not include a written analysis, and may not be comprehensive. "Specific Analysis" entails performing a specific analysis of individual assets such as stocks, bonds, mutual funds, annuities, life insurance and health insurance policies. The service may also include assisting employers and/or employees in providing advice on the types of investment

plans and the selection of various types of investments within a plan. Advice may also be provided concerning the management of death proceeds from life insurance policies and the distribution from profit sharing plans and/or retirement plans or any other analysis requested by the client.

### **Portfolio Management Services**

Portfolio Management Services offered by EnRich allow clients to maintain an account consisting of mutual funds and other equity and debt securities. EnRich may also recommend exchange-traded funds ("ETF"), when suitable for the client.

When opening an account, the Representative will obtain financial data from the client and assist the client in determining investment objectives and restrictions. The Representative will regularly monitor the account and make investment strategy recommendations based on the specific needs and investment goals of the client. To accomplish this strategy, EnRich Representatives have discretionary authority to purchase and sell securities of their choice and in the amounts and at the times they believe it is suitable for the client's account to do so.

Portfolio Management Services generally include the following: 1) Establishment of investment objectives, consistent with the client's risk tolerance, financial needs and goals; 2) Establishment of asset allocation mix based on the client's financial position, cash flow, risk preferences and time horizon; 3) Set up of accounts; 4) Transfer of assets to a custodian; 5) Implementation of all trades and account management; 6) Preparation of quarterly performance reports on all accounts; and 7) Periodic review meetings to update the client's ongoing financial planning and investment progress. In some cases, EnRich may contract with third parties to provide certain reports or use those provided by the mutual funds and other securities.

### **Full Partnership Services**

EnRich may provide Full Partnership Services, which include Portfolio Management Services and to the extent specifically requested by the client, all or a portion of the Strategic Partnership Services discussed above.

### **PORTFOLIO MANAGEMENT WRAP PROGRAM**

EnRich provides investment advisory services on a wrap fee basis in accordance with EnRich's investment advisory wrap fee program (the "Program"). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure a copy of which is presented to all prospective Program participants. Under the Program, EnRich is able to offer participants discretionary investment advisory services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment advisory fees. The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure. The Wrap Fee Program Brochure is incorporated into this Brochure by reference. All prospective Program participants should read both EnRich's Brochure and the Wrap Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. TD Ameritrade ("Ameritrade") shall serve as the custodian for Program accounts.

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

**Please Note:** EnRich may determine to utilize Independent Managers in conjunction with its Wrap Fee Program. The fees for such managers and their services are in addition to the fees described below. However, the total advisory fee for an account utilizing these managers shall not exceed 2.99% per annum.

### **Retirement Consulting**

EnRich also provides non-discretionary pension consulting services, pursuant to which it assists sponsors of self-directed retirement plans with the selection and/or monitoring of investment alternatives (generally open-end mutual funds) from which plan participants shall choose in self-directing the investments for their individual plan retirement accounts. In addition, to the extent requested by the plan sponsor, EnRich shall also provide participant education designed to assist participants in identifying the appropriate investment strategy for their retirement plan accounts. The terms and conditions of the engagement shall generally be set forth in a *Retirement Consulting Agreement* between EnRich and the plan sponsor.

### **Miscellaneous**

**Limitations of Financial Planning and Non-Investment Consulting/Implementation Services.** As indicated above, to the extent requested by a client, EnRich may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. EnRich **does not** serve as an attorney or accountant, and no portion of its services should be construed as legal or accounting services. Accordingly, EnRich **does not** prepare estate planning documents or tax returns. To the extent requested by a client, EnRich may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance agents, etc.), including representatives of EnRich in their separate individual capacities as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from EnRich and/or its representatives.

**Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note-Conflict of Interest:** The recommendation by EnRich's representative that a client purchase an insurance commission product through EnRich's representative in his/her separate and individual capacity as an insurance agent, presents a **conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment or insurance products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products through such a representative. Clients are reminded that they may purchase securities and insurance products recommended by EnRich through other, non-affiliated broker-dealers or insurance agents.

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

pricing, and research.

**Retirement Plan Rollovers-No Obligation/Conflict of Interest.** A client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in his/her former employer's plan, if permitted, (ii) roll over the assets to his/her new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). EnRich may recommend an investor roll over plan assets to an IRA managed by EnRich. As a result EnRich and its representatives may earn an asset-based fee. In contrast, a recommendation that a client or prospective client leave his/her plan assets with his/her former employer or roll the assets to a plan sponsored by a new employer will generally result in no compensation to EnRich (unless the client engages EnRich to monitor and/or manage the account while maintained at the client's employer). EnRich has an economic incentive to encourage a client to roll plan assets into an IRA that EnRich will manage or to engage EnRich to monitor and/or manage the account while maintained at the client's employer. There are various factors that EnRich may consider before recommending a rollover, including but not limited to: (i) the investment options available in the plan versus the investment options available in an IRA, (ii) fees and expenses in the plan versus the fees and expenses in an IRA, (iii) the services and responsiveness of the plan's investment professionals versus EnRich's, (iv) protection of assets from creditors and legal judgments, (v) required minimum distributions and age considerations, and (vi) employer stock tax consequences, if any. No client is under any obligation to roll over plan assets to an IRA managed by EnRich or to engage EnRich to monitor and/or manage the account while maintained at the client's employer.

**Use of Mutual Funds.** While EnRich may recommend allocating investment assets to mutual funds that are not available directly to the public, EnRich may also recommend that clients allocate investment assets to publically-available mutual funds that the client could obtain without engaging EnRich as an investment advisor. However, if a client or prospective client determines to allocate investment assets to publically-available mutual funds without engaging EnRich as an investment adviser, the client or prospective client would not receive the benefit of EnRich's initial and ongoing investment advisory services.

**eMoney Advisor Platform.** EnRich may provide its clients with access to an online platform hosted by "eMoney Advisor" ("eMoney"). The eMoney platform allows a client to view his/her/its complete asset allocation, including those assets that EnRich does not manage (the "Excluded Assets"). EnRich does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, EnRich shall not be responsible for the investment performance of the Excluded Assets. Rather, the client and their advisor(s) that maintain management authority for the Excluded Assets, and not EnRich, shall be exclusively responsible for such investment performance. The client may choose to engage EnRich to manage some or all of the Excluded Assets pursuant to the terms and conditions of an *Investment Advisory Agreement* between EnRich and the client. The eMoney platform also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice, or recommendations provided by EnRich. Finally, EnRich shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the eMoney platform without EnRich's assistance or oversight.

**Please Note: Cash Positions.** At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events

will occur) EnRich may maintain cash positions for defensive purposes. All cash positions (money markets, etc.) shall be included as part of assets under management for purposes of calculating EnRich's advisory fee.

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

**Disclosure Statement.** A copy of EnRich's written Brochure as set forth on Part 2 of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of Partnership Advisory Services Agreement.

EnRich shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, EnRich shall allocate or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at anytime, impose reasonable restrictions, in writing, on EnRich's services.

There is no significant difference between how EnRich manages wrap fee accounts and non-wrap fee accounts. However, as stated above, if a client determines to engage EnRich on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon each client's particular need. If the client determines to engage EnRich on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, brokerage, custody).

**Conflict of Interest.** Because wrap program transaction fees or commissions are being paid by EnRich to the account custodian/broker-dealer, EnRich could have an economic incentive to minimize the number of trades in the client's account. **See** separate Wrap Fee Program Brochure.

As of December 31, 2015, EnRich had \$126,839,727 in assets under management on a discretionary basis.

## ***Item 5 - Fees and Compensation***

### **Partnership Advisory Services Fees**

**Full Partnership and Portfolio Management Services** - Rates for Full Partnership and Portfolio Management Services are based on an asset-based fee which declines as the total value of assets under management increases. The initial fee for new accounts is based on the value of securities or cash deposited and prorated for the previous quarter to the start date. Subsequent fee payments are due and will be assessed at the beginning of each quarter based on the value of the account assets (securities, cash and cash equivalents) under management as of the close of business on the last business day of the preceding quarter. The Full Partnership and Portfolio Management Services fee schedule is as follows:



<u>Market Value of Client Assets Under Management On Billing Date</u>	<u>Negotiated Annual Fee</u>
First \$500,000	1.10%
Next \$500,000	0.80%
Next \$4,000,000	0.60%
Next \$5,000,000	0.40%
Next \$10,000,000	0.30%
Amounts over \$20,000,000	0.25%

Clients may elect to have EnRich's advisory fees deducted from their custodial account. Both EnRich's Partnership Advisory Services Agreement and the custodial/clearing agreement authorize the custodian to debit the account for the amount of EnRich's investment advisory fee and to directly remit that management fee to EnRich in compliance with regulatory procedures. In the limited event that EnRich bills the client directly, payment is due upon receipt of EnRich's invoice. EnRich shall deduct fees or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter. EnRich has discretion to select securities to be sold in order to cover its fees.

Strategic Partnership Services - The fee for this service is negotiable and is based on the anticipated complexity and amount of work involved to complete the analysis. An annual fee quote is provided in advance and fees are payable quarterly in advance. Quarterly fees are not refundable. If a client chooses to terminate within a quarter, no fees will be refunded.

Coaching Services - Fees are \$300 per hour or a negotiated flat project fee depending on the anticipated complexity of the analysis and the anticipated amount of work that will be involved to complete an analysis or to provide the coaching. The hourly rate is established with the client prior to rendering the service. A six-hour minimum is preferred.

Strategic Partnership and Coaching Services may be terminated by written notice to EnRich. EnRich will determine the number of hours spent performing the service prior to receiving the written termination notice from the client. Those hours will be billed at the predetermined hourly rate. The client will be responsible for any amount earned by EnRich but not paid to the date of termination. Under certain circumstances, fees for Coaching Services and Strategic Partnership Services may be waived by EnRich in its sole discretion.

#### **Retirement Plan Management and Consulting Service Fees**

For Retirement Plan Consulting Services, EnRich charges a quarterly fee and will bill clients, in advance, based on the following fee schedule:

<u>Market Value of Client Account</u>	<u>Annual Fee*</u>
First \$500,000	1.10%
Next \$500,000	0.80%
Next \$4,000,000	0.60%
Next \$5,000,000	0.40%
Next \$10,000,000	0.30%
Amounts over \$20,000,000	0.25%

\* This fee may be negotiated.

In some cases, EnRich may instead charge a negotiable flat rate.

As discussed below, unless the client directs otherwise or an individual client's circumstances require, EnRich shall generally recommend that TD Ameritrade serve as the broker-dealer/custodian for client investment advisory assets. Broker-dealers such as TD Ameritrade charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions) in addition to EnRich's non-wrap investment advisory fee, brokerage commissions and/or transaction fees. Clients who engage EnRich on either a wrap or non-wrap basis will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

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

EnRich does not charge any performance-based fees. All fees are disclosed above.

#### ***Item 7 - Types of Clients/Minimum Account Size***

EnRich makes its advisory services available to a wide variety of clients including, but not limited to, individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities.

For portfolios supervised on a continuous, discretionary basis, EnRich generally imposes an initial minimum asset value of \$250,000. However, the minimum can be waived by EnRich depending upon the type of account, kind of securities in the account, the dollar value of such securities, the projected nature of trading and required monitoring for the account, other services anticipated for the account, and the amount of work necessary to manage the account.

#### ***Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss***

EnRich's security analysis methods include, but are not limited to, fundamental analysis (evaluating securities based upon its historical and projected financial performance).

EnRich and the EnRich Representatives use research material provided by third parties, including security analysts, non-affiliated investment management firms, economists, investment advisors, and rating services such as Morningstar. The representatives attend conferences and teleconferences with investment managers, and investment manager representatives.

**Please Note: Investment Risk.** Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by EnRich) will be profitable or equal any specific performance level(s).

EnRich's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis EnRich must have access to current/new market information. EnRich has no control over the dissemination rate of market information; therefore, unbeknownst to EnRich, certain analyses may be compiled with outdated market information, severely limiting the value of EnRich's analysis. Furthermore, an accurate market analysis can only produce a forecast of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

EnRich's primary investment strategy - Long Term Purchases- is a fundamental investment strategy. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter-term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer-term investment strategy.

#### ***Item 9 - Disciplinary Information***

EnRich does not have any disciplinary information to report regarding itself or any of its representatives or other related persons.

#### ***Item 10 - Other Financial Industry Activities and Affiliations***

**Licensed Insurance Agents.** Certain of EnRich's representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4 above, clients can engage certain of EnRich's representatives to purchase insurance products on a commission basis.

The recommendation by EnRich's representatives that a client purchase insurance commission products presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any insurance products from EnRich's representatives. Clients are reminded that they may purchase insurance products recommended by EnRich through other, non-affiliated insurance agents.

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

Representatives of EnRich may buy or sell securities for themselves that they also recommend to clients. Where a transaction for a Representative, or an account related to a Representative, is contemplated, a client's transaction is given priority. EnRich has developed a Code of Ethics applicable to all persons who have access to confidential client records or to recommendations being made for client accounts.

Designed to prevent conflicts of interest between the financial interests of clients and the interests of the firm's staff, the Code requires, among other procedures, such "access persons to obtain preapproval of certain securities transactions, to report transactions quarterly and to report all securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain

employee securities purchases and sales based on transactions made, or anticipated to be made, in the same securities for clients' accounts. The Code also established certain bookkeeping requirements relating to federal reporting rules. The Code is required to be reviewed annually and updated as necessary. A complete copy of the firm's Code is available upon request.

### ***Item 12 - Brokerage Practices***

When providing management services, EnRich participates in the institutional advisor program (the "Program") offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions.

Although it generally does not exercise discretion to select brokerage firms, EnRich recommends that clients use TD Ameritrade for custodial and transaction services. There is no direct link between EnRich's participation in the Program and the investment advice it gives to its clients, although EnRich receives economic benefits through its participation in the Program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk servicing advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to EnRich by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by EnRich's related persons and may also pay or reimburse expenses (including travel, lodging, meals and entertainment expenses) for EnRich's personnel to attend conferences or meetings relating to the program or to TD Ameritrade's advisor custody and brokerage services generally. Some of the products and services made available by TD Ameritrade through the Program may benefit EnRich but may not benefit its client accounts. These products or services may assist EnRich in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help EnRich manage and further develop its business enterprise. The benefits received by EnRich through participation in the Program do not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by EnRich or its related persons in and of itself creates a potential conflict of interest and may indirectly influence EnRich's recommendation of TD Ameritrade for custody and brokerage services.

EnRich also receives from TD Ameritrade certain additional economic benefits ("Additional Services") that may or may not be offered to any other independent investment advisors participating in the Program. Specifically, the Additional Services include the annual fees for payment of the Morningstar Workstation and the Advent Axys. TD Ameritrade provides the Additional Services to EnRich in its sole discretion and at its own expense, and EnRich does not pay any fees to TD Ameritrade for the Additional Services. EnRich and TD Ameritrade have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services.

EnRich's receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to EnRich, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, EnRich's client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with EnRich, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, EnRich may have an incentive to recommend to its clients that the assets under management by EnRich be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. EnRich's receipt of Additional Services does not diminish its duty to act in the best interests of its clients, including to seek best execution of trades for client accounts.

The custodians recommended by EnRich, other than TD Ameritrade, may also, among other services, carry client accounts on their records, process transactions ordered by EnRich, provide computer access to EnRich for client positions and provide quotes and data needed by EnRich for its reports to clients.

These services are provided to EnRich at minimal or no cost. EnRich believes that use of the recommended firm(s) is a convenient means of obtaining efficient transaction executions, account data and reporting services for securities positions. However, receipt of such services at minimal or no cost also creates an inducement and conflict of interest for EnRich since referring clients to any other firm(s) may result in higher reporting and overhead costs to EnRich. EnRich also on occasion provides advisory services to certain client investments that are unable to be custodied by TD Ameritrade but are required to be custodied by the vendor.

Clients should be aware the receipt of economic benefits by EnRich described above, in and of themselves, creates a potential conflict of interest and may directly or indirectly influence EnRich recommendation of those service providers for custody and brokerage service. Thus, the receipt of these services creates an incentive and conflict of interest for EnRich when it recommends TD Ameritrade services. Other than the services described above, EnRich and its Representatives do not direct transactions and the commissions they generate (soft dollars) to brokerage firms or other parties to receive research or other benefits.

When exercising discretion, EnRich may combine orders for more than one client's account to form a "block" order for the purpose of seeking a better price and or execution. When a block order is executed, the broker/dealer executing the order typically allocates an average execution price to all shares in the block order, which EnRich then allocates to each customer's account position on a pro rata basis. Should a block order only be partially filled, available shares are distributed in a manner fair to all accounts.

### ***Item 13 - Review of Accounts and Reports***

EnRich Representatives review quarterly portfolio reports provided to clients on a quarterly basis, or more frequently if requested by a client. Each is a Certified Financial Planner Practitioner (CFP®). EnRich Representatives provide each client with a review of the client's financial situation as frequently as they deem necessary. This review includes goals and assumptions, financial statements, cash flow and taxes, investments, retirement projections, insurance, and estate and general financial planning.

Managed investment accounts are reviewed quarterly or more frequently as contributions and economic situations change.

All clients receiving Portfolio Management Services receive quarterly portfolio performance reports from EnRich which provide clients with: (1) Performance history, net of fees; (2) Portfolio composition - percentage weighting of each asset class; (3) Portfolio inception date with initial value; (4) Net additions/withdrawals; (5) Quarter end portfolio value; (6) Time weighted return and comparison rates of return of other standard indices; and (7) Listing of portfolio holdings. A statement showing the market value of the securities in a client's account is sent monthly or quarterly by the investment company that holds the client's investments. EnRich prepares detailed quarterly reports showing objectives, asset allocation, and appraisals for managed investment accounts.

Summaries are prepared at the request of financial planning clients.

Clients receiving consulting services receive reports in the frequency and scope specified the Services Agreement.

#### ***Item 14 - Client Referrals and Other Compensation***

EnRich does not currently have any client referral relationships. Thus, it does not pay any fee to a third party for making client referrals to it.

EnRich may sponsor social events for clients, the expenses of which may be paid, in whole or part, by firms whose products and services are recommended to clients by EnRich portfolio managers. The firms absorbing such expenses may include mutual fund companies whose shares are recommended, attorneys whose services are recommended, brokerage firms through which client account transactions are processed, and other firms. These expense reimbursements may create a conflict of interest for EnRich and its managers because they would be inclined to continue to recommend the products and services of these providers due to the financial support provided to EnRich by them.

EnRich is listed on the website of Paladin Research & Registry, an online registry service used by investors to vet advisors and/or firms in their communities and learn more about them. Investors may also use Paladin's directory application to conduct their own searches for advisors and/or firms. In addition, investors have online access to documentation regarding our firm and the credentials, ethics, business practices, and financial services offered by our representatives. All professionals and firms listed on the registry pay various combinations of fixed and variable service fees, and receive referrals to investors who use Paladin's matching and directory services. Paladian uses these fees to provide free information and services to investors. EnRich does not pay any fees to Paladin on a per-referral basis.

#### ***Item 15 - Custody***

EnRich shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian for the client accounts. Those clients to whom EnRich provides investment supervisory services will also receive a quarterly report from EnRich summarizing account activity and performance.

Please Note: To the extent that EnRich provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by EnRich with the account statements received from the account custodian. Please Also Note: The account custodian does not verify the accuracy of EnRich's advisory fee calculation.

#### ***Item 16 - Investment Discretion***

The client can determine to engage EnRich to provide investment advisory services on a discretionary basis. Prior to EnRich assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Advisory Agreement*, naming EnRich as the client's attorney and agent in fact, granting EnRich full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

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

#### ***Item 17 - Voting Client Securities***

EnRich and its Representatives do not vote proxies on behalf of clients. The custodian of a client's account will forward all proxy requests directly to the client.

EnRich also does not take any action on legal notices it or a client may receive from issuers of securities held in a client's managed account. Any such notices are forwarded to the client. However, EnRich is available to answer questions regarding such notices.

#### ***Item 18 - Financial Information***

EnRich does not solicit fees of more than \$1,200, per client, six months or more in advance.

EnRich is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

EnRich has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: EnRich's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.**