



CONFLUENCE

Wealth Management LLC

Item 1. Cover Page

Firm Brochure

Form ADV Part 2A

March 24, 2017

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This brochure provides information about the qualifications and business practices of Confluence Wealth Management, LLC. If you have any questions about the contents of this brochure, please contact Confluence's Compliance Department, attention Jason Lawton at 503-221-7595 or by email to info@confluencewealth.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Confluence is a registered investment adviser with the United States Securities and Exchange Commission (SEC). Registration of an investment advisor does not imply any level of skill or training.

Additional information about Confluence Wealth Management is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2. Material Changes – these changes have been made since our last annual filing on 3/24/2016.

1. Effective January 1, 2017 Confluence Wealth Management has ended their Soft Dollar agreement with Charles Schwab & Company.
2. Effective December 1, 2016 Confluence Wealth Management's office has moved from suite 1160 to suite 1200 in the Pac West Center, located at 1211 SW 5th Avenue, Portland, Oregon 97204.
3. Effective July 1, 2016, Confluence Wealth Management has entered into an paid-solicitor agreement with Donald Bielen to refer clients to Confluence. Please refer to Item 14 of this brochure for more details.

Additional information about Confluence is available on the SEC's website at www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Confluence who are registered, or are required to be registered, as investment adviser representatives. Registration with the SEC does not imply a certain level of skill or training. The registration is notification to the SEC and to our clients, of our primary services, fee schedule, resumes of the Advisors and material changes since our filing last year.

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Item 4. Advisory Business

Confluence Wealth Management, a limited liability company is an independent, fee-only, financial planning and wealth management firm founded in December 2011. The firm has one office located in Portland, Oregon, and primarily serves clients in the Pacific Northwest, but has clients across the country as well as U.S. citizens living abroad.

Confluence is managed by Kathleen Kee, CFP® who serves as CEO and is a controlling partner/owner of the firm. Other members of the Management team include 2 non-owners (Director of Operations and Director of Client Relations) and one non-controlling partner, Lantz Stringham, CFA who serves as the Chief Investment Officer.

The work we perform incorporates principles of law, insurance, and accounting; however, we are not accountants, licensed insurance agents or attorneys. Our scope of business does not include drafting legal documents or preparing income tax returns. While we can recommend certain licensed professionals in these fields, we adhere to the Certified Financial Planning Board standards to not represent ourselves as such. We also do not actively participate in proprietary mutual fund operations, insurance sales, trust services, real estate partnerships, bookkeeping or other financial industry activities.

We require all members of the Investment Committee and all employees providing investment advice to clients to have a relevant college degree or equivalent investment related experience; all required state and federal licenses; and a relevant certification or advanced degree specific to the investment field or more than five years relevant experience.

As of December 31, 2016, we had \$592,824,856 regulatory assets under management. Of that amount, \$592,824,856 was discretionary.

Advisory Services

We provide three distinct services to clients:

1. Consulting Services. These services include a clearly defined scope of analysis. Clients requesting these services typically want specific financial planning questions or issues addressed. For some, they want a short term project with a clear start and end date. For others, they choose to have an ongoing relationship for continued analysis encompassing many issues. Examples of consulting services include advising on retirement planning feasibility and cash-flow analysis, investment / portfolio plan design and allocation, estate planning strategies, philanthropic planning and reviewing qualified plans or analyzing several issues and providing objective, unbiased feedback on the applicability for meeting client objectives. The scope, duration and frequency of consulting services will be defined in a written agreement between the client and Confluence. We provide advice on personal financial planning issues related to estate and retirement planning, charitable and education planning, cash-flow, taxes, and risk management.

Our consulting services are provided on an hourly basis and can be quoted as a project fee. Under these services Confluence does not implement any transactions on the client's behalf, and does not provide active and ongoing monitoring or management of the client's investments or accounts. Clients have the sole responsibility for determining whether to implement our recommendations. To the extent that clients would like to implement any of our investment recommendations through our firm, or retain our firm to actively monitor and manage their investments, they must execute a separate written agreement with Confluence for our Investment Management Services.

2. Investment Management Services. These services include coordination of financial planning and investment management. Under the Investment Management Agreement (IMA), we assist clients to determine their investment objectives and time horizons and then design a customized portfolio plan and written Investment Policy Statement (IPS). The IPS outlines the investment allocation that we will adhere to in managing the assets on a discretionary basis. We then manage the investment portfolio on an ongoing basis, regularly rebalancing and adjusting the investment holdings based upon our Investment Committee's research. Client portfolios are managed on an individual basis by their Advisory Team. So there are instances where specific funds or securities selected by the Investment Committee are appropriate for one client but would not be appropriate for another client, based upon their risk tolerance or investment objectives. We periodically review the suitability and appropriateness of the investment(s) given client objectives and changing circumstances.

To effectively keep apprised and knowledgeable of clients broader financial planning issues we coordinate our planning with our clients' other advisors, (estate attorney and CPA) as needed.

Once our firm is named as investment adviser of record on client accounts we are then granted Limited Power of Attorney, enabling us to execute trades and communicate with the custodian on the client's behalf. Client accounts are held by qualified custodian(s) under the client's name and the custodian(s) maintain physical custody of all funds and securities in their account. Furthermore the client retains all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the account.

The client is responsible for notifying us of any updates regarding their financial situation, risk tolerance or investment objective and whether they wish to impose or modify existing investment restrictions. We contact clients at least annually to discuss any changes or updates regarding their financial situation, risk tolerance or investment objectives. We want to be kept apprised by the client in a timely basis, and encourage them to notify us if there are changes relative to the status of their account. Clients retain the ability to impose restrictions on the management of their accounts, including the ability to instruct us not to purchase certain securities.

In managing investments the advice that we offer for one client may differ from advice offered to other clients. We may buy or sell securities for some but not all clients, or we may buy or sell securities for our own personal accounts which is different than advice we provide for other clients. Our investment decisions are individualized and we are not obligated to buy, sell or recommend the same investments for all clients, or for our own personal accounts.

In addition to account statements provided by the custodian, clients with a portfolio value in excess of \$50,000 receive quarterly reports from Confluence which will include: a list of investment values, asset allocation and quarterly performance measures.

Primary investments used for constructing broadly diversified portfolios include: no-load, institutional share class mutual funds; Exchange-Traded Funds (ETFs); individual equities; and municipal, US Government, and corporate bonds.

3. Employer Retirement Plan Management. This service is for employers who want to initiate, revise or replace an employer-sponsored retirement plan. There are three parties involved in the management and oversight of qualified retirement plans: a Custodian to hold and account for

transactions of the investments, a Third Party Administrator responsible for reporting, testing and administration for all participants, and Confluence as the Investment Advisor. Our responsibilities include researching and monitoring the menu of investments, consulting with the trustees of the plan regarding their fiduciary duties, monitoring costs and expenses, educating participants and trustees on available investments, selecting an appropriate Qualified Default Investment Alternative and consulting to trustees regarding plan design. For larger plans where services are bundled, the Third party Administrator will also serve as the custodian which includes providing plan participant statements, accounting and plan testing. As a fiduciary to these plans, we act in accordance with Department of Labor standards and ERISA requirements. Retirement plans have specific reporting requirements to the Dept. of Labor and to the IRS. This reporting is the responsibility of the Third Party Administrator.

Confluence assumes and acknowledges an ERISA fiduciary oversight level as a 3(21) advisor, as “fiduciary” is defined under Section 3(21)(A)(ii) of Employee Retirement Income Security Act of 1974 (“ERISA”) for purposes of providing non-discretionary investment advice only. Our firm recommends investment changes to the plan trustees who are then accountable for approving and adopting these recommendations of changing the plans’ funds, or modifying the plan design and structure. Confluence will recommend a diversified menu of funds for the plan, will help coordinate between the custodian and Administrator and will advise the trustees.

Confluence does not assume the role of a 3(38) fiduciary given that we do not have full discretionary authority or control over making changes to funds within a plan. Our role is to recommend changes to plan trustees, who then have final discretion to accept or reject the recommendations by our firm. The retirement plan sponsor client or plan participant who elects to implement any recommendations made by us is solely responsible for implementing all transactions. As such, the fiduciary responsibility is shared between plan trustees and Confluence. Confluence does not act as custodian for any client account or have access to client funds or securities, with the exception of some accounts having written authorization from the client to deduct our fees.

Clients and plan participants must realize that obtaining higher rates of return on investments entails accepting higher levels of risk. Based upon discussions with the client, we will attempt to identify the balance of risks and rewards that is appropriate and acceptable for the client and other employees. It is still the clients’ responsibility to ask questions if they do not fully understand the risks associated with any investment. All plan participants are strongly encouraged to read prospectuses, when applicable, and ask questions prior to investing.

We strive to render our best judgment for clients. Still, Confluence cannot assure that investments will be profitable or assure that no losses will occur in their portfolios. Past performance is an important consideration with respect to any investment or investment advisor, but it is not a predictor of future performance.

In accordance with ERISA Regulation Section 2550.408b-2(c)(vi)(A), we will disclose within thirty (30) days following receipt of a written request from the responsible plan fiduciary or Plan Administrator all information related to the Qualified Retirement Plan Agreement and any compensation or fees received in connection with the Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title 1 of ERISA and the regulations, forms and schedules issued thereunder.

Item 5. Fees and Compensation

We do not receive compensation in the form of commissions, rebates, revenue sharing, or participation-based arrangements and do not receive payments from any company for any endorsements or purchase of any particular products or services. In addition to the management fees we charge, clients will incur mutual fund internal expenses, brokerage and/or custodial fees in the form of transaction fees, asset-based pricing fees, and regulatory fees in connection with services provided by the account custodian. Our fee structure is inclusive of both financial planning and portfolio management. It should be recognized that similar services are available at other firms at what may be a lower fee structure. Clients can select a firm that provides the compliment of services and fee structure that is suitable to them.

Investment Management Fees and Compensation

We will calculate management fees based on several methods including: a percentage of assets under management, a negotiated fixed amount, or combination thereof written in the Investment Management Agreement (IMA). Our fee schedule for new clients contracting with the firm after March 31, 2016 is as follows:

<u>Assets Under Agreement</u>		<u>Annual Fee</u>
First \$1 million	\$0 to \$1 million	1.00%
Next \$2 million	\$1 to \$3 million	0.80%
Next \$2 million	\$3 to \$5 million	0.60%
Above \$5 million		Negotiable

Investment Management fees are calculated based on the fair market value of the assets on the last trading day of the previous quarter. Due to differing securities' pricing sources, portfolio statements will not exactly match statements issued by custodians.

Fees for partial quarters at the start or termination of the Agreement will be adjusted based on the number of days the account was open or that services were being provided, during the quarter. Quarterly fee adjustments will be made for additions or withdrawals based on the number of days the assets were held in the portfolio.

We may modify these terms with at least 30 days prior written notice.

In some cases, depending upon the complexity and time demands of client issues, Consulting services can be needed in addition to Investment Management services. Some examples of complex issues that could require an additional hourly fee include: settlement of decedent estates, divorce cases requiring extensive work with attorneys and/or court appearances, business transitions or other extraordinary life events. Prior to engaging in a complex project, we will provide the client with a cost estimate for the additional services based on our Consulting services rate and a separate Consulting Agreement will be executed.

Consulting Service Fees

Our fees range from \$175.00 to \$325.00 per hour depending upon staff expertise, for planning and consulting services which are reflected in the Consulting Services Agreement. An estimate of fees for the project will be presented to the client before any work is commenced. The estimate is based on the projected number of hours to: review documents, complete the analysis, create a customized findings' report and present the findings and recommendations to the client. A deposit of 35% of the estimated fee is required when the client signs a Consulting Services Agreement, with the balance due on completion. There is no minimum net worth or portfolio size for Consulting services.

Employer Retirement Plan Setup & Management Fees.

<u>Assets Under Agreement</u>	<u>Annual Fee</u>
\$0 - \$5,000,000	0.75%
\$5,000,000 and up	0.50%

The minimum fee for a new Retirement plan setup, fiduciary education and investment recommendations is \$1,500. Fee arrangements will be negotiated at the discretion of the firm.

Agreement Termination

Agreements will be terminated at any time by 30 days written notice from either the client or Confluence. Clients are responsible for any prorated, unpaid management fee or unbilled financial planning fees incurred for a period ending 30 days after the date of notification.

Frequency and Method of Payment

We bill management and service fees in arrears at the end of the most recent quarter. Investment Management and on-going Consulting clients generally authorize the firm to debit fees directly from their investment accounts. Consulting Services clients will be billed monthly or upon project completion and pay by personal or company check. With the exception of Consulting Services' projects, we do not accept advance payment for services. In no circumstance will fees be charged or kept for more than 6 months in advance of services.

Fee Deduction: We submit fee requests to the custodian for debiting from client accounts. Payment of fees can result in a partial liquidation of securities if there is insufficient cash in the account. The custodian is not responsible for verifying the accuracy of the fee calculation so it is recommended that clients independently verify the fee calculation.

Payment by check: We provide a fee statement to invoiced clients. Payment is due within 15 days from the date of the fee statement.

Other Types of Costs

Clients will incur other charges, assessed by custodians, brokers, third party investment management and separate account managers (SMA). These other costs will include some of the following, but are not limited to, custodian transaction or asset-based fees, brokerage commissions, deferred sales charges, odd-lot differentials, transfer or termination fees, taxes, mortality or expense charges (charged by annuities), wire transfer fees, electronic fund fees, postage and delivery fees. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in each fund's prospectus. We do not receive any portion of these fees, charges or commissions. See Item 12 for additional information about brokerage services and costs.

Item 6. Performance Fees and Side-By-Side Management

We do not charge any performance-based, side-by-side management fees or any wrap fees.

Item 7. Types of Clients

We provide services to high net worth individuals/families, private trusts, estates, endowments, foundations, charitable organizations and corporate employer-retirement plans. For new Investment Management clients, our minimum account size is \$1,000,000, though clients with a smaller portfolio may be accepted.

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

Method of Analysis

Investment analysis is performed by the Investment Committee, chaired by the Chief Investment Officer. The Committee meets regularly to review the investments recommended for client portfolios.

The Committee conducts ongoing economic assessments/research as well as individual company and mutual fund analysis by examining factors such as past performance, management tenure, peer comparisons, volatility and expenses. The Committee also examines historic asset category risk and return data from which a particular client's investment allocation is determined.

Investment strategies

We construct portfolios based upon client risk tolerance, tax sensitivity, growth, income or capital preservation objectives, and socially responsible preferences. Our portfolios vary based upon client investment experience, cash flow needs and time horizons, among other factors. We believe in global diversification, broad asset allocation, and a long-term approach to investing. Our investment strategy can include both passive (Index) and active management styles. Portfolios are broadly diversified across sub-asset categories which can include large, mid and small capitalization equities, short and intermediate term U.S. bonds; international and emerging market bonds and equities; and less correlated asset classes, such as commodities, high yield bonds, real estate and currencies. Some portfolios are primarily invested in institutional share class, no-load mutual funds and Exchange Traded Funds (ETFs) which are either actively or passively managed. Other portfolios will include individual equities, individual bonds or a combination of equities, bonds, ETFs and no-load mutual funds.

For some high net worth individuals, we use a Separate Account Manager (SMA) or sub-advisors to offer more portfolio customization. Separate Account Managers (SMA) offer specialized investment research, selection and monitoring. SMAs recommended by our firm will be registered or properly exempt from registration in the client's home state. We conduct due diligence of any recommended SMA and monitor their performance relative to appropriate peers and/or benchmarks. We are available to answer questions regarding a SMA and will serve as the communication conduit with the SMA. The recommendation of SMAs, or other products and funds, are typically done on a discretionary basis with the specific terms outlined in the Confluence agreement. When a client authorizes Confluence to have the ability to select SMAs or other products and funds on a discretionary basis, Confluence will have the authority to select and terminate SMAs, products or funds without the client's specific approval. A complete description of the SMA's services, practices and fees will be disclosed in the SMA's Form ADV Part 2A that is available for clients.

The Firm currently uses two SMAs; one for equities and one for fixed income. Both SMA managers charge a separate management fee, similar to the internal expenses that all mutual funds charge. This SMA fee is in addition to the management fee that is paid to Confluence for its services. Risks associated with investing in a SMA can include, but are not limited to, market risk, interest rate risk, default risk, inflation risk and others depending upon the particular investments that the SMA buys and manages.

We develop portfolio asset allocations based upon an appropriate balance of equities, fixed income and cash. Each client's investment preferences are documented in their Investment Policy Statement, which encompasses the allocation of their entire portfolio at the "household" level.

Risk of Loss

Clients should understand that investing in securities involves risk of loss and that ***past performance is no guarantee of future performance***. We will act in good faith, with the care, skill and diligence that a prudent person acting in a fiduciary capacity would use, in rendering services to the client, but do not guarantee any particular level of account performance or that the account will be profitable over time. Except as provided by law, we are not liable for any loss the client will suffer due to investment decisions, action taken, or actions omitted. Losses and risks may occur from our adherence to client instructions or from acts or failure to act by the custodian. Nothing in this disclosure or our service agreements shall relieve us from any responsibility or liability we have under state or federal statutes.

Our clients understand that investment decisions are subject to multiple risk factors. The following is a representative sample of some of the risks that should be considered. This supplements a mutual fund or ETF prospectus, which clients should read before investing:

- **Market Risk:** The day-to-day potential for an investor to experience losses from fluctuations in securities prices.
- **Common stock investments** are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.
- **Sector Risk:** Investments in one or more market sectors will have economic factors affecting those sectors that could affect performance.
- **Volatility Risk:** Equity securities tend to be more volatile than other investment choices. The value of an individual company can be more volatile than the market as a whole.
- **Inflation Risk:** The risk that asset appreciation does not keep pace with the rising cost of everyday living expenses.
- **Default risk:** The risk that the underlying corporate or government lenders will default on their obligation to repay principal.
- **Interest Rate Risk:** The risk that an investment's value will change due to a change in the absolute level of interest rates, in the spread between two rates, or in the shape of the yield curve.
- **Currency Risk:** A form of risk that arises from the change in price of one currency against another. This is an issue when investing in international investments.

Item 9. Disciplinary Information

Registered investment advisors are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of our firm or our employees. We have no legal or disciplinary items to report.

Item 10. Other Financial Industry Activities and Affiliation

See Item 8, Investment Portfolios for information about our use of sub-advisors and separate account managers.

In addition to the two shareholders previously mentioned, Perkins & Company, an Oregon-based Certified Public Accountant (CPA) firm, and certain of its shareholders as individuals, are Confluence shareholders. Neither Perkins & Company nor the Perkins shareholders as individuals participate in the day-to-day management of Confluence, though they are represented on the Confluence Board of Directors. While Confluence and Perkins provide investment advising and accounting services, respectively, to some of the same clients, there is no fee-sharing or payment from either firm to the other for referrals of clients. Clients are not obligated in any manner to use Perkins & Company and may use any CPA firm they choose.

Our advisors have served as committee members for industry-related organizations and been active in volunteer leadership positions in local, regional and national financial services associations. These organizations include: the Financial Planning Association (FPA); the Portland Estate Planning Council; the CFA Institute, the CFA Society of Portland and the Greater Portland Compliance Association (GPCA).

Item 11. Code of Ethics

We have adopted a Code of Ethics for all supervised persons of the firm describing its high standards of business conduct and fiduciary duty to our clients. The Code of Ethics addresses issues such as confidentiality of client information, a prohibition on insider trading, restrictions on acceptance of

significant gifts, personal securities trading, a prohibition against rumor mongering about publicly traded companies; and disciplinary action for fraudulent activity. All employees must acknowledge the terms of the Code of Ethics at the time of hire, annually, and as the Code is amended. A copy of the current Code of Ethics is available upon a written or verbal request directed to Jason Lawton at 503-221-7595, by email to jlawton@confluencewealth.com or by mail at 1211 SW Fifth Avenue, Suite 1200, Portland, OR 97204.

We will recommend to our clients the purchase or sale of securities in which our employees also invest. All employees are required to submit disclosures regarding personal securities holdings and transactions for review on a quarterly basis to identify and address any potential conflicts of interest.

Under the Code, certain securities have been designated as Restricted. The Code requires clearance of some transactions and requires quarterly monitoring of employee personal trading. Employees can trade in the same securities for their own accounts which they also trade in client accounts. When this is done, the employee and client accounts will pay transaction costs on a pro-rated basis and each account will pay its own share of the costs.

We do not maintain any principal investment accounts and we are not a broker-dealer, nor does Confluence have any affiliations with broker-dealers. So there is no risk of principal or agency cross securities transactions for client accounts or cross trades between client accounts.

Item 12. Brokerage Practices

Our Investment Committee determines the guidelines for brokerage practices. In general, trades will be executed through the custodial firm holding the client assets.

Brokerage Committee

The Brokerage Committee (comprised of the traders, the Chief Investment Officer and Chief Compliance Officer) monitors and evaluates execution quality, proxy voting matters, and the selection of executing custodians.

Best Execution

We maintain a list of approved broker-dealers/custodians to provide services to our clients.

We do not participate in 1) client-directed brokerage for commission recapture; 2) underwriting syndicates; 3) initial public offerings, or 4) managing or researching limited partnerships or other illiquid private offerings. Given that we do not participate in these investment activities, they do not factor into our assessment and selection of broker-dealers/custodians.

Custodial Relationships

Client assets must be maintained in an account at a "qualified custodian," which generally is an institutional brokerage firm, a trust company or a bank. We have established working relationships with Charles Schwab and TD Ameritrade, and recommend these qualified custodians to our clients and prospective clients. We are not owned by or associated with any qualified custodian. We research and recommend a qualified custodian who will hold client assets and execute transactions on terms that are more advantageous when compared to other available providers. Factors that we consider, include, but are not limited to:

- Combination of transaction execution services and asset custody services
- Capability to execute, clear and settle trades
- Capability to facilitate transfers and payments to and from accounts
- Breadth of available investment products
- Quality control of services

- Price competitiveness
- Reputation, financial strength, and stability
- Professional training and supervision of custodial staff
- Technology-website interface, functionality, ease of access and navigation

Custodians make products and services available to assist in managing and administering client accounts, including: software and other technology that provide access to client account data; facilitate trade execution; cash management, research, pricing and other market data; facilitate payment of our fees from clients' accounts; and assist with back-office functions such as recordkeeping and client reporting. Schwab has provided benefits to our firm by discounting the price of software that our firm uses, or has used, which benefits all firm clients. It is not uncommon for custodians to discount or waive fees it would otherwise charge for services, or pay the fees of a third party providing services. Although we endeavor to act in our clients' best interests, our recommendation that clients maintain their assets at a particular custodian is based in part on the provided resources and not solely on the nature, cost or quality of custody and brokerage services provided by the custodian, which can create a potential conflict of interest, with either Charles Schwab or TDA, as a custodian.

Although we recommend the use of Charles Schwab or TDA, clients are allowed to select the broker-dealer that will custody their accounts, and in some cases they have no choice but to use a specific broker (ex. for their employer's retirement plan). Clients directing the use of a particular broker/dealer or other custodian must understand that we may not be able to obtain the best prices and execution for the transaction. Under a client-directed brokerage arrangement, clients may receive less favorable prices than would otherwise be the case if the client had not designated a particular broker/dealer or custodian. Under these circumstances a disparity in commission charges would exist between the commissions charged to clients who direct Confluence to use a particular broker, versus clients who use the broker of our choice, where more beneficial pricing could be available.

Trade Aggregation

We are authorized to aggregate purchases, sales and other transactions of the same securities for all clients. When transactions are aggregated, the custodian will enact the transaction (buy and/or sell) and give all accounts the same pricing. The proceeds from a sale or cost of purchasing are then debited or credited to each client account separately, by the custodian. By so doing, all clients receive the same sale or purchase pricing. When this is done each account is charged its own transaction costs based upon the number of shares that were bought or sold; there is no discount pricing that applies to this aggregate trade and all accounts are treated the same both for executing the trades and also for the costs to do so. Given that purchases or sales are of mutual funds or ETF's, all trade orders are filled completely. There has been no limitation or partially filled orders. All clients in block trades have had their full trade orders completed.

Soft Dollars

We do not have Soft Dollar agreements with any broker dealer.

Item 13. Review of Accounts

Our Investment Committee is responsible for overseeing all investments that the firm recommends. The Committee reviews market and economic factors that impact the investments that are recommended for client accounts.

The frequency of account-level reviews is based on the client's investment objectives. Client investment management portfolio reviews are normally conducted by each Advisor and the partners who supervise them, on a quarterly basis at a minimum. Reviews will also be prompted by a change in the client's

investment objectives, tax considerations, deposits or withdrawals, large sales or purchases, or significant changes in the macro-economic climate. Account reviews include performance comparisons to indices, review of client cash needs and analysis of allocation targets.

Annual or more frequent meetings are scheduled with Investment Management clients. At these meetings, we review account objectives and performance of investment holdings. Additional discussion will include the economic and financial market outlook, cash needs, financial planning questions, as well as any changes in the client's circumstances that materially affect their investment objectives.

Investment Management clients with portfolios valued above \$50,000 receive detailed quarterly reports which will include portfolio holdings, asset allocation, portfolio performance, and performance of specific securities. All clients work with an assigned Advisor who will oversee communications with the client, including financial plans and other reports.

Item 14. Client Referrals and Other Compensation

Confluence has a paid solicitor agreement with Donlad Bielen to refer clients to Confluence.

If a referred client enters into an investment advisory agreement with Confluence, a referral fee is paid to the referring party, and is based upon a percentage of the client advisory fees that are generated. The referral agreements between any referring party and Confluence will not result in any charges to clients above, or in addition to, the normal level of advisory fees charged to all other clients.

When a client is referred to Confluence by a referring party, the referring party provides the client with a copy of the Confluence Disclosure Brochure, as required by the *Investment Advisers Act of 1940*. The client will also sign a Solicitor's Disclosure Statement document. If the referring party is an unaffiliated registered investment adviser firm, then the client will also receive a copy of the referring party's Form ADV Part 2 Disclosure Brochure. The referral agreements between Confluence and referring parties are in compliance with state and federal securities rules regarding paid solicitor arrangements.

In the past, Confluence received client referrals from Schwab and TD Ameritrade ("TDA"). We withdrew from and no longer receive referrals from either of these custodians since 2011. However, we continue to pay a fee on the accounts previously referred to the firm from those programs. The referral fee is paid by us and not by the client. The investment management fees that these referred-clients pay, are the same as other clients with similar portfolios who were not referred through the custodians.

If a referred client's account is transferred away from Schwab or TDA on our recommendation, we will be obligated to pay either of those referring custodians a one-time, non-custody fee calculated as a percentage of the transferred assets. The non-custody fee would generally be more than the annual referral fee for those assets. The non-custody fee does not apply if the client is solely responsible for the decision to transfer the assets away from Schwab or TDA.

The referral and non-custody fees are based on assets in accounts referred by Schwab or TDA and on the assets of the referred clients' family members living in the same household. This means we have an incentive to recommend that accounts of referred clients' and their household members remain under the custody of Schwab or TDA.

Schwab or TDA will not charge our clients separately for custody but will receive compensation from our clients in the form of commissions or other transaction-related compensation on securities trades executed at either of those custodians.

Item 15. Custody of Assets

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client

funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented. Except for the ability to deduct investment management fees directly from client accounts, Confluence does not have custody of client assets. Confluence is granted Limited Power of Attorney by clients, which is different from custody. All client accounts are maintained at established and reputable brokerage firms (see Section 12).

Confluence prohibits the following practices by any employee, officer, and/or the firm: having signatory power over any client's checking account, having power to unilaterally wire funds from a client's account, holding any client's securities or funds in Confluence's name at any financial institution, physically holding cash or securities owned by any clients, having general power of attorney over a client's account, holding client's assets through an affiliate of Confluence where the firm, its employees or officers have access to advisory client assets, receiving the proceeds from the sale of client securities or interest or dividend payments made on a client's securities or check payable to the firm (except for advisory fees), acting as a trustee or executor for any advisory client trust or estate; and acting as general partner and investment adviser to any investment partnership.

We have established procedures to ensure all client funds and securities are held at a qualified custodian in an account under that client's name. Clients will direct in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from Confluence. When clients have questions about their account statements, they should contact Confluence or the qualified custodian preparing the statement.

Item 16. Investment Discretion

Unless another mutually agreeable arrangement is reached, clients grant us discretionary trading authority by signing an Investment Management Agreement. This authority allows us to execute the investment recommendations in accordance with the client's written Investment Policy Statement or a similar document setting forth the client's objectives.

Under discretionary authority, we will determine which securities, the amount of securities, and when to purchase and sell securities within the client's account at a qualified custodian. Further, we have authority to act on behalf of the client in all matters necessary to complete purchase and sell instructions with the client's qualified custodian. The qualified custodian of the client's account will require the client to execute additional documents to authorize us to provide these services.

All transactions outside the authority described above shall be made in accordance with the directions provided by the client. We are able to assist clients in transmitting their instructions to the qualified custodian for transactions outside our discretionary authority, including: non-discretionary trades, deposits, withdrawals, transfer of assets, and changes of address.

Item 17. Voting Client Securities

When directed in writing by the client, we will vote proxies. We have engaged the firm Broadridge, Inc. ("Broadridge") to provide independent, expert opinions on corporate governance and other proxy issues and to vote proxies according to guidelines developed by Broadridge and adopted by Confluence, potentially with modifications. Broadridge has engaged Glass Lewis to provide the guidelines, research and voting recommendation portion of the service. The guidelines are designed to represent shareholder interests and to resolve potential conflicts of interest. Broadridge and Glass Lewis are not

affiliated with Confluence. Clients can direct our vote in a particular solicitation by sending written instructions to Lantz Stringham by email at lstringham@confluencewealth.com or by U.S. mail at 1211 SW Fifth Avenue, Suite 1200, Portland, OR 97204 at least 15 business days prior to the voting cut-off date.

We have taken steps to ensure that Broadridge and Glass Lewis have the capacity and competency to adequately analyze proxy issues and vote proxies in an impartial manner that is in the best interest of the client. We review the conflict of interest policies and voting guidelines provided by Glass Lewis via Broadridge annually to ensure that its proxy voting advice remains independent from products and services it offers to issuers. We conduct an annual review of proxy voting records to ensure proxies have been voted in line with proxy voting policies and guidelines.

Clients who retain the authority to vote proxies for their accounts will receive agenda information and ballots from each security's transfer agent or from their custodian. They can forward questions regarding specific ballot items to the transfer agent. Copies of our Proxy Voting Policy and information about votes placed through our services are available upon a written or verbal request directed to Lantz Stringham at 503-221-7595, by email at lstringham@confluencewealth.com or by mail at 1211 SW Fifth Avenue, Suite 1200, Portland, OR 97204.

Item 18. Financial Information

Registered investment advisors are required to provide certain financial information or disclosures about their firm's financial condition. Confluence has no financial commitment that impairs its ability to meet contractual and fiduciary commitment to clients, and has not been the subject of a bankruptcy proceeding.

Investment Team / Client Services
Confluence Wealth Management, LLC

1211 SW Fifth Avenue, Suite 1200
Portland, Oregon 97204
503-221-7595
www.confluencewealth.com

March 23, 2017

This brochure supplement provides information about Confluence’s investment team that supplements the Confluence Investment Management, LLC brochure. You should have received a copy of that brochure. Please contact our Compliance Department at 503-221-7595 or via email at jlawton@confluencewealth.com if you did not receive our brochure or if you have any questions about the contents of this supplement.

Additional information about each member of the investment team is available on the SEC’s website at www.adviserinfo.sec.gov.

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Item 2 – Educational Background and Business Experience

Kathleen Kee, CFP®

Kathleen has been a Certified Financial Planner since 1987

DOB 1961

Confluence Wealth Management, LLC, Partner, 2011-present

Pacific Investment Advisors, Partner and President, 1997 to 2011

Oregon State University, B.S. Finance, 1983

Lantz Stringham, CFA

Lantz has been a CFA charterholder since 2000

DOB 1969

Confluence Wealth Management, LLC, Partner, 2014-present

Chinook Capital Management, LLC, Partner 2002-2014

Red Chip Companies, Senior Equity Analyst, 1999-2002

University of Utah, Eccles School of Business, B.S. Finance, 1994

Marilyn R. Bergen, CFP®

Marilyn has been a Certified Financial Planner since 1987

DOB 1950

Confluence Wealth Management, LLC, Principle 2016-present; Partner, 2011-2016

CMC Advisers, LLC, Partner and Co-President, 1996 to 2011

Portland State University, M.A. Education, 1979

California State University, Teacher's Certificate, 1973

California State University, B.A. History, 1972

Rick Schmidt, CFP®

Rick has been a Certified Financial Planner since 2007

DOB 1958

Confluence Wealth Management, LLC, Wealth Advisor, 2014-present

Chinook Capital Management, LLC, Vice President of Client Services, 2005-2014

Columbia Management Company, VP/Regional Director, 1991-2004

University of Minnesota, MBA General Management, 1988

Oregon State University, B.S. Agriculture and Resource Economics, 1982

Carmen Wong, JD, CFP®, CLTC

Carmen has been a Certified Financial Planner since 2013

DOB 1967

Confluence Wealth Management, LLC, Wealth Advisor, June 2014-Present

MassMutual Financial Group, Financial Planner, 2010-2014

Waiyee “Carmen” Wong, Attorney at Law, 1999-2010

Brigham Young University Hawaii, B.S., Business Administration, summa cum laude, 1989

University of Hawai’i at Manoa, William S. Richardson School of Law, J.D., 1999

Ryan Berning

DOB 1984

Confluence Wealth Management, LLC, Wealth Advisor, 2017-present

CTC myCFO, LLC, Investment Associate, 2013-2017

CTC Consulting, Inc, Performance Analyst, 2011-2013

Arnerich Massena, Inc, Performance Analyst, 2007-2011

Oregon State University, B.S. Finance, 2007

Contact information for Rick Schmidt, Carmen Wong and Ryan Berning’s supervisor:

Kathleen Kee, CFP®

Phone: 503-221-7595

Email: KKee@confluencewealth.com

Item 3 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. Confluence has no information that is applicable to this Item for any member of the investment team or client services personnel.

Item 4 – Other Business Activities

Confluence’s investment team members and client services personnel do not engage in other business activities.

Item 5 – Additional Compensation

Confluence’s investment team members and client services personnel receive no additional compensation outside of their compensation from Confluence.

Item 6 – Supervision

Confluence’s investment team members use a consensus decision-making process for investment strategies and business management. Kathleen Kee supervises all Advisors.

CFP Certified Financial Planner Statement

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 68,000 individuals have obtained CFP® certification in the United States.

Continuing Education

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements are be subject to CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Requirements

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor’s Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination, administered in 7 hours over a one-day period, includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board’s Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

CFA Chartered Financial Analyst Statement

The Chartered Financial Analyst (CFA) charter is a globally recognized; graduate-level investment credential established in 1962 and awarded by the CFA Institute – the largest global association of investment professionals.

There are currently more than 120,000 CFA charter holders working in more than 150 countries. To earn the CFA charter, candidates must: 1) hold a valid passport; 2) pass three sequential, six-hour examinations; 3) have at least four years of qualified professional work experience; 4) join CFA Institute as members; and 5) commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct.

High Ethical Standards

The CFA Institute Code of Ethics and Standards of Professional Conduct, enforced through an active professional conduct program, require CFA charter holders to:

- Place their clients' interests ahead of their own
- Maintain independence and objectivity
- Act with integrity
- Maintain and improve their professional competence
- Disclose conflicts of interest and legal matters

Global Recognition

Passing the three CFA exams is a difficult feat that requires extensive study over several years. Earning the CFA charter demonstrates mastery of many of the advanced skills needed for investment analysis and decision making in today's quickly evolving global financial industry.

Additionally, regulatory bodies in 19 countries recognize the CFA charter as a proxy for meeting certain licensing requirements, and more than 300 colleges and universities around the world have incorporated a majority of the CFA Program curriculum into their own academic programs.

Comprehensive and Current Knowledge

The CFA Program curriculum provides a comprehensive framework of knowledge for investment decision making and is firmly grounded in the knowledge and skills used every day in the investment profession. The three levels of the CFA Program test a proficiency with a wide range of fundamental and advanced investment topics, including ethical and professional standards, fixed-income and equity analysis, alternative and derivative investments, economics, financial reporting standards, portfolio management, and Investment planning.

The CFA Program curriculum is updated every year by experts from around the world to ensure that candidates learn the most relevant and practical new tools, ideas, and investment and Investment management skills to reflect the dynamic and complex nature of the profession.

FACTS WHAT DOES CONFLUENCE INVESTMENT MANAGEMENT DO WITH YOUR PERSONAL INFORMATION?		
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number ▪ Account balances ▪ Investment holdings 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Confluence Investment Management chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does Confluence Investment Management share?
For our everyday business purposes as allowed by law – such as transaction processing, account maintenance, proxy voting, class action claim filing, regulatory support, and as required by court orders and legal investigations		Yes
For our marketing purposes – to offer our products and services to you		No
For joint marketing with other financial companies		No
For our affiliates' everyday business purposes – information about your transactions and experiences		No
For our affiliates' everyday business purposes – information about your creditworthiness		No
For our affiliates to market to you		No
For nonaffiliates to market to you		No
To limit our sharing	<ul style="list-style-type: none"> ▪ Call 503-221-7595 ▪ Visit us online: www.confluencewealth.com <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information immediately from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 503-221-7595 or go to www.confluencewealth.com	

Who We Are	
Who is providing this notice?	Confluence Investment Management, LLC
What we do	
How does Confluence Investment Management protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Confluence Investment Management collect my personal information?	We collect your personal information, for example, when you open an account, link to an existing account or initiate a financial plan. We also collect your personal information from other companies, such as your custodian firm.
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies can give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Confluence is affiliated with Perkins & Company
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	