

Wrap Fee Program Brochure

MWA Financial Services, Inc.

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Item 1 – Cover Page

This Wrap Fee Program Brochure provides information about the qualifications and business practices of MWA Financial Services, Inc. (MWAFS). If you have any questions about the contents of this Wrap Fee Program Brochure, please contact us at (309) 558-3100 and/or MWA.Financial.Services@modern-woodmen.org. The information in this Wrap Fee Program Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

MWA Financial Services, Inc. is a Registered Investment Adviser, (Investment Adviser) or (IA) with the SEC. Investment Adviser Representatives (IAR) provide investment advice to clients on behalf of the Investment Adviser. SEC Registration does not constitute an endorsement of the firm by the Commission nor does it indicate that the IAR has attained any particular level of skill or training. The oral and written communications of an IA and/or IAR provide you with information to help you determine whether to hire or retain an IA.

Additional information about MWA Financial Services, Inc. (CRD # 112630) is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

The date of MWAFS' last annual update to this Brochure was March 30, 2016.

Summary of Material Changes

Following are the material changes made to this Brochure since the last annual update:

Item 1-Cover Page

Information regarding Massachusetts residents contacting the Massachusetts Securities Division to obtain additional information on MWAFS or its' Investment Adviser Representatives was deleted due to MWAFS being SEC registered rather than registered in individual states. MWAFS is no longer notice filed in Massachusetts as there are no current Investment Adviser Representatives or Clients in the state.

Item 4-Services, Fees and Compensation

Added information that describes in more detail the services a client will receive with a fee-based account including annual reviews and consultations.

Added a description of the separation of the Client's account and the rights of ownership associated with it.

A statement was added explaining the Client should review the third-party manager's Form ADV, Part 2 and related schedules prior to entering into an agreement with a third-party manager.

Under the section on Managed Account Programs, clarification was added to explain that a conflict of interest is present when a third-party manager, who pays the IA a percentage of fees, is recommended to the Client and how MWAFS reviews the conflict of interest.

In the fee table, the "Fees and Commissions" column was removed as commissions will not be charged to the client as part of advisory business.

Under Asset-Based Fees, added an explanation on operational expenses or 12b-1 fees that are charged in managed account programs and where they are described.

Under Asset-Based Fees, increased the range of the specific portion of the total advisory fee that is retained by a third-party manager.

Under Pershing Fee Deductions, statement was added explaining that operational fees or 12b-1 fees are reflected in the investment's prospectus.

Item 6- Portfolio Manager Selection and Evaluation

Revised paragraph explaining that MWAFS may assign an IAR to a client account in certain situations.

Under Asset Management Accounts, added a sentence explaining proxy voting rights in instances when a third-party manager is used.

Under Managed Accounts, updated the list of third-party managers that MWAFS has agreements with.

Under Managed Accounts, revised paragraph discussing MWAFS' due diligence and review process of third-party managers.

Item 7-Client Information Provided to Portfolio Managers

Revised paragraph explaining the MWAFS Privacy Policy and to whom customer's nonpublic, personal information can be disclosed.

Added a sentence explaining it is the client's responsibility to notify MWAFS of any changes to their personal or financial information.

Item 9-Additional Information

Under the Disciplinary Information section, the description of allegations made by the Missouri Securities Division was updated to include actions taken by the Division against the representative.

Revised the Code of Ethics section to describe the Investment Adviser Code of Ethics that has been adopted by MWAFS pursuant to SEC Rule 204A-1.

Also under the Code of Ethics section, the specific firm procedures regarding personal securities transactions were removed as the firm's procedures are explained in the paragraph on ensuring the Client's best interest is met.

Under Review of Accounts, added a paragraph stating MWAFS does not verify performance data provided by third parties.

Under Financial Information, revised a sentence to explain that if a third-party manager is used, the manager may have discretionary authority and/or custody of client funds or securities.

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Item 4 – Services, Fees and Compensation

Wrap fee and fee-based accounts are types of accounts that allow the Client to pay a fee as a percentage of the account's assets instead of the normal trading fee or sales charge.

MWAFS is the sponsor and Investment Adviser of the Wrap Fee Program (referred to as the "Program"). MWAFS' services are provided through a relationship with an Investment Adviser Representative (IAR). As a "wrap fee program," clients will receive investment supervisory services through continuous investment advice that is based upon the individual needs of the client. Various investment strategies are provided under the Program; however, a detailed investment strategy is crafted for each client tailored to their goals and objectives.

At least annually, the IAR will attempt to contact each client for the specific purpose of determining whether there have been any changes to their financial situation, investment objectives, or if they would like to impose and/or modify any reasonable restrictions on the management of their accounts. IARs are always reasonably available to consult with clients relative to the status of their accounts. A client's beneficial interest in a security does not represent an undivided interest in all the securities held by the custodian, but rather represents a direct and beneficial interest in the securities which comprise the accounts. A separate account is always maintained for each client with the broker-dealer/custodian and the client retains all rights of ownership to their accounts (e. g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

If a Client does not have a very active trading history, the wrap or fee-based program may not be suitable for them. The Client may be better suited for a commission-based account in which they would pay commissions on each trade in the account in lieu of a wrap fee.

MWAFS offers asset management services and managed account programs. Please note, the managed account programs are not available in Massachusetts.

Asset Management Services

MWAFS provides asset management services, commonly referred to as fee-based brokerage accounts. These accounts are available on a non-discretionary basis, meaning the IAR must receive authorization from the Client prior to initiating any transactions in the account. Such accounts may hold a combination of mutual funds, stocks, bonds, cash or other securities, as determined to be suitable by the IAR and the Client. However, the IAR may not be licensed

to offer or sell all the securities products available through MWAFS. The IAR will disclose this information before making any recommendations.

For fee-based accounts, the Client is charged an annual fee, assessed quarterly, based upon the account value instead of being charged a sales charge for each transaction. This fee is specified in Appendix B of the Client Advisory Agreement, in accordance with MWAFS' agreement with Pershing, the custodian for fee-based accounts. See Item 5 of this Brochure for more information on the fees.

The following are examples of asset management services provided by MWAFS:

- With the Client's instruction, the IAR may design, revise and reallocate a Client's custom portfolio. Investments are determined based upon the Client's investment objectives, risk tolerance, investment experience, liquidity needs, net worth, net income, age, time horizon, tax status, financial ability to meet commitments decided upon, other investments and any other information the Client may disclose in connection with any transactions or strategies.
- The IAR may manage the Client's custom portfolio on an individualized basis. Restrictions and guidelines imposed by the Client may affect the composition and performance of custom portfolios. As a result, performance of custom portfolios of individual Clients with the same investment objective may be different and the Client should not expect that their portfolio's performance will be identical to any other individual's portfolio performance.
- The IAR may provide periodic recommendations as to the overall composition of a Client's portfolio and of specific investment products held in it.
- The IAR may use the services of sub-advisers and information from established third-party research companies to assist with developing investment recommendations when creating and modifying custom portfolios.

Managed Account Programs

These types of accounts are a type of wrap account and provide the Client with access to professional money managers. A full selection of managed account programs is available through MWAFS' association with Lockwood Financial or other third-party managers. Please note, the managed account programs are not available in Massachusetts.

These third-party managers engage in wrap fee programs and are typically best suited for high net-worth Clients and other investors for whom their investment goals can be met through a wrap fee program. All managed account programs are managed by third-party managers, not MWAFS. Their programs and fees are available in detail in the third-party manager's Form ADV, Part 2 and related schedules. Client should review the third-party manager's Form ADV, Part 2 and related schedules prior to entering into an agreement with the third-party manager.

When recommending a money manager, MWAFS and its' IARs are acting as solicitors for these firms. In such cases, the IAR will consider the managed account program's investment strategies, how well the Client's stated investment needs are addressed by the investment strategies, the management fees, Client support services and management styles.

IARs will meet with Clients in the managed account programs on at least an annual basis to review their current financial situation and investment objectives. During the annual review, the Client and the IAR will perform a review of the Client's current asset allocation and decide if changes should be made regarding the selection of the Client's managed account program. Specific investment recommendations and allocations are arranged by the third-party managers with the Client's approval.

In making recommendations as to the selection of a money manager on behalf of the client, IARs shall rely on information in a Client profile document and/or Client questionnaire, which would be completed by the Client. Examples of such information would be, but not limited to, current liquid net worth, investment experience, investment goals, risk tolerance, age, income, etc.

No technical securities analysis is performed by MWAFS or its IARs, as that task is the responsibility of the money manager chosen by the IAR and Client.

The fee charged to the client in a Managed Account Program includes the third-party manager's fee and the fee paid to the IA. The IAR is paid a percentage of the IAs fee. A portion of the fee paid to the IA may be considered a referral fee for recommending the client use the third-party manager. The annual fee is assessed according to the assets in the account. Please refer to Item 5 of this Brochure and to the third-party manager's Form ADV Part 2 for specific details relating to the fees charged for services described in this section. There is a conflict of interest when an IAR recommends the services of a third-party manager who also pays a percentage of their management fee to the IA. The percentage paid to the IA by the third-party manager may vary among the managers and thus, there is a conflict of interest when recommending a manager who pays the IA a larger percentage of its fees compared to those

of another manager. During the account opening process a review is done to ensure the third-party manager selection is appropriate for the Client.

When considering the use of a third-party manager, the Client may be able to obtain similar services directly. Fees for services obtained directly with a third-party manager may be more or less than if they were obtained through the agreement with MWAFS.

Fees and Compensation

Fees for any of the wrap fee programs offered by MWAFS are based on a percentage of the assets under management in the account. The specific manner in which fees are charged is established in the Client Advisory Agreement (the Agreement) with MWAFS and in the third-party manager's Form ADV Part 2 and Client Advisory Agreement, if applicable.

Fee-based brokerage accounts through Pershing (Service Type #1-Asset Management Services) will have their fees debited from their accounts. MWAFS does not debit the fees directly from clients' advisory accounts. MWAFS sends instructions to the custodian to debit the fees and to remit them to MWAFS. Authorization for the custodian to pay MWAFS directly is contained within the Agreement.

These fees are an asset management fee only and are separate from other fees that Pershing or MWAFS may charge, such as annual maintenance fees and fees related to other costs and expenses. The asset management fees are based on the asset value in the account and are not based on transactions within the account or the performance of the account.

MWAFS does not charge any performance-based fees. These are fees based on a share of capital gains on or capital appreciation of the assets of a Client. MWAFS does not perform side-by-side management.

The Managed Account Programs (Service Type #2) with third-party managers charge a fee to the client (not the Investment Adviser) as a percentage of assets under management. Third-party managers may use custodians other than Pershing. In those situations, the Client should refer to the third-party agreement and the custodian's application for the specific billing procedures.

All fees assessed by MWAFS are subject to negotiation at the sole discretion of MWAFS.

The chart below identifies the Investment Adviser's service and fee schedule for Wrap Fee Programs only, as stated in the Client Advisory Agreement. For other fees, refer to the MWAFS Financial Planning & Other Services Brochure and Client Advisory Agreement.

Service Type	Service Description	Types of Fees	Amounts	Billing Method
<input type="checkbox"/> 1	Asset Management Services ¹	Percentage of Assets Under Management	0.75-2.0%	<input type="checkbox"/> Quarterly
<input type="checkbox"/> 2	Managed Account Programs ²	Percentage of Assets Under Management	0.75-2.0%	<input type="checkbox"/> Quarterly
¹ Asset Management Services include Pershing fee-based accounts.				
² Managed Account Programs includes third-party Professional Money Managers.				
All fees assessed by MWAFS are subject to negotiation at the sole discretion of MWAFS.				

For those MWAFS Advisory fees calculated as a percentage of assets under management (Service Type #1), contributions and withdrawals made during the applicable calendar quarter (with the exception of de minimis contributions and withdrawals) will be taken into account when calculating the fees. No rate adjustments will be made for account appreciation or depreciation.

Accounts initiated or terminated during a calendar quarter will be charged a prorated fee. Upon termination of any account, any prepaid, unearned fees will be promptly refunded and any earned, unpaid fees will be due and payable. The Client has the right to terminate an agreement without penalty within five business days after entering into the agreement.

Clients may incur certain charges imposed by third parties. These fees may be management fees, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, inactivity fees, closing fees, paper statement charges and other fees and taxes on brokerage accounts and securities transactions. Such charges and fees are exclusive of, and in addition to, MWAFS' fee. MWAFS shall not receive any portion of these fees and charges. For more information on MWAFS' brokerage practices, please see Item 12 in the MWAFS Financial Planning & Other Services Brochure.

Asset-Based Fees

Asset-based fees apply to any managed account or fee-based account, regardless of the value of the account. There is not a minimum amount for which the fee does not apply.

These fees are separate from other fees that MWAFS and other parties may charge, such as annual maintenance fees and fees related to other costs and expenses.

Other fees that may be charged by parties other than MWAFS and in addition to those in the preceding section:

- Third-party manager's advisory fee
- Advisory fee for the sub-adviser or other managers utilized or made available through the third-party manager
- Clearing and custodial fees
- Service fees on stock trades with additional fees for foreign stocks
- Operational expenses or 12b-1 fees are charged by certain investment options in asset management accounts. These fees will be refunded back to the client. See section below on Pershing Fee Deductions for more information on 12b-1 fees.
- Operational expenses or 12b-1 fees that are charged in managed account programs are described in the custodian's application and/or the prospectus.

With the exception of any clearing, custodial and service fees, or operational expenses, the fee types described above are generally charged in advance by the respective party. The clearing, custodial and service fees are charged by the clearing firm, not by MWAFS. These fees may vary depending on the clearing firm. The 12b-1 fees in asset management accounts are refunded back to the client by Pershing. The operational expenses or 12b-1 fees may or may not be refunded back to the Client in managed account programs. The Client should refer to the third-party manager's agreement for information on 12b-1 fees in managed account programs. Fees received by the IA may be in addition to fees imposed by any third-party managers chosen for the Client's accounts and may be incorporated, however, not delineated, on the same invoice to the Client. The specific portion of the total advisory fee retained by each third-party manager is disclosed in the third-party agreements and ranges from 0.2% to 0.95%.

There are some situations where the Client may desire comprehensive management of their accounts, such as is offered by third-party managers. In situations where it is appropriate, MWAFS may recommend their use. However, Clients are not required to use them. MWAFS receives compensation from those management firms for assisting and advising the Client. The fees assessed by these firms may be greater than if the asset management services or managed account programs were not used and these services were purchased separately. The IAR will inform the Client of the differences in available products, services and fees prior to finalizing the agreement. Factors that bear upon the cost of the wrap programs include client support services, the money manager's research capabilities, reporting functions and the overall management of the client account.

Commission Based Fees

All fees paid to MWAFS for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and variable annuities. These fees and expenses are described in their prospectus and will generally include a management fee, other fund expenses and possibly a distribution fee. There may also be initial or deferred sales charges. A Client may invest in some investments directly without the services of MWAFS. In that case, the Client would not receive the services provided by MWAFS, which are designed, among other things, to assist the Client in determining a portfolio of investments to make up an asset allocation appropriate to the Client's financial situation and objectives. The Client should review both the fees charged by the funds and the fees charged by MWAFS and the other Investment Advisers chosen to fully understand the total amount of fees to be paid by the Client. Only then will the Client be able to fully evaluate the advisory services being provided and the fees being paid.

Asset Management Service Fee Deductions

Scenarios in which asset management accounts are held by Pershing LLC as a qualified custodian and/or when the Pershing managed account billing system will be utilized and Client has agreed to compensate the Investment Adviser under an annual percentage of assets under management, such annual fee will be payable quarterly in advance, according to the schedule depicted in Appendix B of the Client Advisory Agreement.

The initial fee is calculated immediately when the account is funded. That fee will be assessed pro rata in the event the account is funded at any time other than the first day of the calendar quarter and is then deducted from the account within two weeks of the account being funded. Subsequent payments are due and will be assessed on the first day of each calendar quarter based on the value of the assets under management as of the close of business on the last business day of the preceding quarter as valued by an independent pricing service, where available, or otherwise in good faith by Pershing. Any such valuation will not be considered a guarantee of any kind with respect to the value of the assets. To this end, the IA will use statement values of settlement date positions when determining the advisory fee. Short market positions will be valued by determining the equivalent long market position (for instance, the number of shares sold short and the price per share). The advisory fee will be based on the value of all applicable assets, including assets purchased on margin. Interest on any margin debt is in addition to the advisory fee.

Asset values held in Certificates of Deposit (CDs), Bonds, Non-Tradable Real Estate Investment Trusts (REITs), or Exchange Traded Notes (ETNs) are excluded from the fee calculation.

If for any reason the IA or Client terminates the account, the Client will be entitled to a pro rata refund of any pre-paid quarterly fee based upon the number of days remaining in the quarter after termination.

Client authorizes IA to deduct the advisory fee and any other fee due according to the terms of this Agreement on or after the applicable date, by debiting the Client's account(s). Payment of the advisory fee will be reflected on the Client's statement(s). At MWAFS' instruction, Pershing will send an Advisory Fee Notice to the client each quarter with the exact amount of fees to be charged to their account prior to the fee deduction.

An operational expense or 12b-1 fee may be charged by certain investment options. These fees will be refunded back to the client by the clearing firm in asset management accounts. The refunds will be shown on the client account statement generated at least quarterly by the clearing firm. The operational expenses or 12b-1 fees will be refunded back into the client account as cash and they will not be reportable as contributions in qualified accounts. Any operational expenses or 12b-1 fees are explained and reflected in the specific investment's prospectus which can be acquired by contacting your Investment Adviser. The operational expenses or 12b-1 fees may or may not be refunded back to the Client in managed account programs. The Client should refer to the third-party manager's agreement for information on operational expenses or 12b-1 fees in managed account programs.

The advisory fee does not include any fees for products and services relating to the assets held by Pershing LLC that are not part of the Client Advisory Agreement. To the extent that Client utilizes such products or services, Investment Adviser, its' affiliates and its' employees may receive additional compensation.

Other Compensation

There are certain circumstances in which some products will be more suitable and appropriate in meeting the Client's needs where the IA will receive greater compensation than if another product was used which creates a conflict of interest. The IAR will inform the Client of the differences in products, features and fees prior to finalizing any transaction.

Termination of the Agreement

If the Client cancels the Agreement after MWAFS has completed the services requested, the Client shall be charged for the services completed. Should the Client terminate the Agreement within five business days after signing, no charges or penalties will be assessed. Client will be responsible for any fees or charges incurred by Client from third parties as a

result of maintaining the account or for any securities transactions executed. The Client will receive a pro rata refund of any pre-paid fees attributable to any period after the date of termination.

Item 5 – Account Requirements and Types of Client

MWAFS provides managed accounts and asset management services to individuals, trusts, high net worth individuals, corporations and other small businesses.

MWAFS will not provide advisory services to a state or local government as defined under SEC Rule 206(4)-5, commonly referred to as the Pay-to-Play rule.

Account requirements for managed account programs will vary and may be negotiable at the discretion of the third-party manager as outlined in their Form ADV Part 2. Asset management accounts with Pershing have a \$50,000 required minimum account balance. MWA Financial Services reserves the right to waive the minimum account balance and/or request additional funds or securities be deposited whenever the asset value of the account falls below the \$50,000 minimum balance.

Client may establish an account with a broker-dealer and/or custodian not affiliated with MWAFS through the third-party managers. Refer to the Managed Account section under Item 6 to review those options.

Item 6 – Portfolio Manager Selection and Evaluation

Asset Management Accounts

Depending on the specific services being established in the Agreement, MWAFS' Investment Adviser Representatives may act as portfolio managers for asset-management accounts. Services performed by the IARs include ongoing responsibility to monitor the account and make recommendations to the client on the specific securities in the account and effecting transactions with the client's approval. MWAFS' IARs do not have discretionary authority for any accounts.

All Investment Adviser Representatives/Portfolio Managers of asset-management accounts must go through a separate review process before being permitted to be an IAR with MWAFS. Areas reviewed include past production, experience, complaints, financial disclosures, audits and compliance history.

Upon client request or when an IAR terminates, MWAFS may assign another appropriately licensed Investment Adviser Representative/Portfolio Manager for the client account. The

firm always ensures the Investment Adviser Representative/Portfolio Manager is appropriately registered to do business with the client.

In order to best meet the client's needs, the Client will be required to furnish to the IAR, certain records and documents in order for the IAR to make a thorough and accurate recommendation. Upon receipt of these documents, the IAR will make recommendations as to the type of account and investments within it based on Client's current situation, expectations and investment objectives, as well as investment time horizon. The Client's risk tolerance (or ability to live comfortably with risk in association with Client's investments) will be taken into account.

MWAFS and its' IARs cannot guarantee the analysis methods used will yield a return. The Client should understand that investment decisions made for their account by MWAFS and its' IARs are subject to various market, currency, economic, political and business risks. The investment recommendations made for the client will not always be profitable nor can MWAFS guarantee any level of performance.

A list of all risks associated with the strategies, products and methodology MWAFS offers are listed below:

Fundamental Analysis Risk

Fundamental analysis, when used in isolation, has a number of risks:

- There are an infinite number of factors that can affect the earnings of a company, and its stock price, over time. These can include economic, political and social factors, in addition to the various company statistics.
- The data used may be out of date.
- It is difficult to give appropriate weightings to the factors.
- It assumes that the analyst is competent.
- It ignores the influence of random events such as oil spills, product defects being exposed, and acts of God and so on.

Technical Analysis risk

- Technical analysis is derived from the study of market participant behavior and its efficacy is a matter of controversy.
- Methods vary greatly and can be highly subjective; different technical analysts can sometimes make contradictory predictions from the same data.
- Models and rules can incur sufficiently high transaction costs.

Overall Risks

Clients need to remember that past performance is no guarantee of future results. All investments in securities carry some level of risk. The client may lose some or all of the money invested, including principal, as the securities may increase or decrease in value. Dividend or interest payments may also fluctuate, or stop completely, as market conditions change.

Clients should consider the investment objectives, risks, charges and expenses of an investment before investing. Regardless of the method used to make recommendations, investment products may be subject to various market, interest rate, currency, economic, political and business risks and the purchase or sale of any investment products will not always result in a profitable performance. Clients should consider how each investment fits into their overall investment program.

Before investing, clients should read the investment's prospectus and shareholder reports to learn about its' investment strategy and the potential risks. Funds with higher rates of return may take risks that are beyond the client's comfort level and are inconsistent with financial goals.

While past performance does not necessarily predict future returns, it can tell how volatile (or stable) a fund has been over a period of time. Generally, the more volatile a fund, the higher the investment risk. When evaluating volatility of an investment, the client should also consider the time horizon of the investment to align with financial goals.

Because an Investment Adviser Representative/Portfolio Manager is compensated based upon the asset value of an account, there is a potential conflict of interest when an Investment Adviser Representative/Portfolio Manager recommends a client open a wrap account or remain in an existing wrap account, especially in circumstances where the Investment Adviser Representative/Portfolio Manager receives greater compensation from the wrap account compared to if the client were in a similar commission based brokerage account. In the event that MWAFS would become aware of a situation where a conflict of interest has occurred, or the Client's best interest is not being met, the firm would take steps to investigate the matter, gathering facts and information from relevant parties, including the IAR, reviewing the applicable rules, etc. After the investigation, action deemed appropriate by MWAFS will be taken and documented.

A quarterly review is done of advisory accounts to monitor the account value, number of trades executed, cash and money market value, and the fees assessed. The review highlights those accounts that may be better off as non-advisory accounts. When such accounts are

found, additional reviews are done of the account, which could include contacting the IAR for further information. If necessary, MWAFS will instruct the IAR to change the account to a commission-based account. Neither MWAFS nor a third party reviews Investment Adviser Representative/Portfolio Manager performance information.

As a matter of firm policy and practice, MWAFS and its' IARs do not have any authority to, and do not vote proxies on behalf of advisory clients and will not accept that authority. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client portfolios. The IAR may provide advice to Clients regarding the Clients' voting of proxies. The custodian will forward to the client copies of all proxies and shareholder communications relating to your account assets. In instances when a third-party manager is used, clients may be able to delegate proxy voting to the third-party manager. The proxy voting policy is set forth in the third-party manager's brochure.

Managed Accounts

MWAFS has agreements with the following firms to provide managed account programs:

- Lockwood Advisors, Inc.
- Capital Advisers, Inc.
- Symmetry
- SEI Private Trust Co.
- Hanlon Investments
- Aspire Financial Services, LLC.
- Flexible Plan Investments Limited

****The above firms and their managed account programs are not available for use in Massachusetts.**

MWAFS will review each money manager chosen, including routine due diligence on the managers. Due diligence will include such items as a review of the current management team; management strategies; deviation from the investment objectives; comparisons to other similar management strategies; and comparison to a similar index. Reviews will also include but are not limited to investment/portfolio options, fee structure, custodians, discretionary trading, information security and privacy, client communications and technical support.

All third-party managers recommended by MWAFS' IARs must be on the approved list maintained by MWAFS. Such third-party managers may be selected based on the quality of their advisory services, client servicing history, available research materials or other services that may assist MWAFS and its IARs in delivering the advisory services described in

this Wrap Fee Program Brochure. MWAFS receives no other compensation from money managers other than the agreed upon percentage of the assets under management fee.

Item 7 – Client Information Provided to Portfolio Managers

Client acknowledges receipt and understanding of Investment Adviser's Privacy Policy, as follows:

In accordance with the Gramm-Leach-Bliley Act and the SEC's Regulation S-P, MWA Financial Services, Inc. and all Associated Persons recognize the importance of protecting your privacy and have policies in place to maintain the confidentiality and security of your personal information. Investment Adviser has procedural, physical and electronic safeguards in place to protect your right to privacy. To provide the necessary products and services to you, only those employees and agents who need to know certain non-public and personal information concerning you and your account will be allowed access to such information. Investment Adviser will collect information concerning you from the following sources:

- Information we receive from you on the application, New Account Record or other forms
- Information concerning your transactions with us or our affiliates
- Information we receive from a consumer-reporting agency

We will not disclose any nonpublic, personal information about our customers or former customers to anyone, except as permitted by law.

In cases where the client has purchased services through a managed account in which MWA Financial Services acts as the solicitor of the account, customer information and updates will be communicated to the third-party money manager and their Qualified Custodian. See Section 4: "Custodian" in the Client Advisory Agreement for more information on MWAFS' use of Qualified Custodians.

Client information is updated as their circumstances change and after they have informed MWAFS or the IAR. MWAFS requests updated Client information every 3 years as required by SEC regulations. It is the responsibility of the client to notify MWAFS or the IAR of any changes to their personal or financial information.

Item 8 – Client Contact with Portfolio Managers

There are no restrictions as to when a Client may contact their IAR or the third-party manager.

Item 9 – Additional Information

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 MWAFS or the integrity of our management. MWAFS strives to adhere to high ethical standards for all Investment Adviser Representatives and associates.

In January 2016, the Missouri Securities Division (the Division) alleged that a Registered Representative engaged in dishonest and unethical practices when he recommended the liquidation of an account to fund a Modern Woodmen of America fixed annuity, alleging the application for the annuity was completed without sufficiently determining the investor's actual net worth and knowingly entering inaccurate information in order to pass the suitability review. The Division alleged that MWAFS failed to reasonably supervise the representative in this transaction. In a desire to settle the allegations with the Division regarding this matter, MWAFS consented to the order. As part of the order, MWAFS conducted additional training to all Missouri Registered Representatives, paying \$10,000 to the Investor Education and Protection Fund and paying \$5,000 for the cost of the investigation. The representative was censured by the Division.

Other Financial Industry Activities and Affiliations

MWAFS is registered as a broker/dealer with FINRA. MWAFS and/or its' related persons are involved in other business activities including that of selling other financial products. These activities include the offering of approved products which will result in commissions being received.

Modern Woodmen of America ("MWA"), a fraternal life insurance company and the parent company of MWAFS, owns another subsidiary, MWABank. Clients of MWAFS may also be Clients of Modern Woodmen of America and/or MWABank. MWAFS Clients are not required to do business with either company. MWABank does not maintain custody of any MWAFS Clients' securities or investment accounts.

In addition, MWAGIA, a general insurance agency, is a wholly owned subsidiary of MWAFS. Investment Adviser Representatives may offer insurance products to MWAFS Clients in

connection with their association with MWAGIA. Some MWAFS Clients may choose to purchase insurance products from MWAGIA; however they are not required to do so.

An IAR must be contracted with Modern Woodmen of America prior to being registered with MWAFS unless he/she is considered an Independent IAR. Please see Independent Investment Adviser Representatives section below for more information. There is a conflict of interest as the IAR has a production requirement with Modern Woodmen of America in order to retain their contract, which requires the sale of Modern Woodmen of America's proprietary products. Clients may choose to purchase insurance through Modern Woodmen of America or its subsidiaries; however there are approved non-proprietary products available.

Independent Investment Adviser Representatives

On a limited basis, MWAFS may allow certain other Investment Adviser Representatives to contract with the Firm without being contracted with Modern Woodmen of America. These Independent Representatives that are contracted only with MWAFS as Registered Representatives and Investment Adviser Representatives, are not contracted with MWA and are not permitted to sell insurance and annuity products offered through MWA or its' general insurance agency subsidiary, MWAGIA. However, they may offer insurance and annuity products through other approved companies. Independent IARs may have production requirements with their insurance company. Independent Brokers affiliated with the same insurance companies may not have the same requirements.

Third-Party Managers

There are some situations where the Client may desire comprehensive management of their accounts, such as is offered by third-party managers. In situations where it is appropriate, MWAFS may recommend their use. However, Clients are not required to use them. MWAFS receives compensation from those management firms for assisting and advising the Client. The fees assessed by these firms may be greater than if the third-party managers were not used. The IAR will inform the Client of the differences in available products, services and fees prior to finalizing the agreement.

Code of Ethics

MWAFS and its' Investment Adviser Representatives adhere to the Modern Woodmen of America Code of Conduct policy. The Code of Conduct reflects commitment to the highest standards of behavior in every activity undertaken by MWAFS and its' IARs. The policy includes topics on honesty and integrity, workplace conduct, harassment and discrimination,

confidentiality and privacy, conflicts of interest and gifts or gratuities. In addition, certain prohibited acts are covered, such as commingling and unauthorized use of funds, misrepresentation, replacements, rebating, forgery and theft. Clients or prospective Clients may request a copy of the Modern Woodmen of America Code of Conduct by contacting MWA Financial Services.

MWAFS or its' related persons do not have a material financial interest in any firm whose securities or investment products they may recommend a Client buy or sell.

MWAFS' IARs may invest for their own accounts or have some direct or indirect financial interest in the same securities or other investments that they recommend for Client accounts. IARs may also engage in transactions for their own accounts that are the same as or different than transactions recommended for Client accounts. Because this presents a potential conflict of interest, MWAFS has adopted an Investment Adviser Code of Ethics, which includes the following topics:

- Standards of Business Conduct
- Insider Trading
- Client Privacy
- Personal Securities Transactions
- Gifts and Entertainment

The Code of Ethics is applicable to all Covered Persons that are supervised by the Investment Adviser and are affiliated with MWAFS for the purpose of effecting or servicing investment advisory activities. The MWAFS Investment Adviser Code of Ethics will be provided to any client or prospective client upon request to MWAFS or their Investment Adviser Representative.

With respect to personal trading, transactions are permitted if completed and reported in compliance with MWAFS' policy on personal securities transactions. Generally, personal securities transactions will not be executed when an order for the same or a related security is pending for the account of the Client. An MWAFS Designated Principal reviews reports of personal transactions in securities by MWAFS supervised persons on a daily basis. In the event that a review uncovers an instance of trading ahead, MWAFS management will be notified and appropriate action taken to ensure the best interest of the Client.

None of MWAFS' IARs may effect for themselves or their immediate family/household accounts, and any account in which the IAR holds a beneficial interest any transactions in a security which is being actively recommended to any of their Clients, unless in accordance with the following Firm Procedures:

It is the primary intent of MWAFS' procedures to ensure that the best interests of the Client are always served over that of the Firm. Trading by or on behalf of the Firm and/or its Covered Persons, that results in the interests of the Firm or its' Covered Persons being served over that of its' Clients, could be considered a breach of the Firm's fiduciary duty and thus, is aggressively discouraged.

It is MWAFS' policy that the firm will not affect any principal or agency cross transactions in securities for Client accounts. MWAFS will also not cross trades between Client accounts. Principal transactions are generally defined as transactions where an Investment Adviser, acting as a Principal for their own account, buys from or sells any security to any advisory Client from their own account. An agency cross transaction is defined as a transaction where an Investment Adviser, acts as broker for both the advisory Client and for another person on the other side of the transaction. Agency cross transactions may arise where an Investment Adviser is dually registered as a broker-dealer or has an affiliated broker-dealer.

Review of Accounts

The Firm will review Client holdings periodically. The Designated Principal(s) shall review the customer holdings for best execution (where applicable), suitability, and service.

A quarterly review is done of all advisory accounts to monitor the account value, number of trades executed, cash and money market value, and the fees assessed. The review highlights those accounts that may be better off as non-advisory accounts. In the event that MWAFS would become aware of a situation where the client's best interest is potentially not being met, the firm would take steps to investigate the matter, gathering facts and information from relevant parties, including the IAR, reviewing the applicable rules, etc. After the investigation, action deemed appropriate by MWAFS will be taken. Neither MWAFS nor a third party reviews Investment Adviser Representative/Portfolio Manager performance information.

Events that may trigger further Client account reviews in addition to the standard quarterly review process may include, but would not be limited to, an account value less than the minimum required, a large amount of assets being held in a cash or money market account, or a very low amount of activity in the account for an extended time period. A notable increase in the volume of requests by a Client to effect transactions in their accounts, where such transactions may appear to be inconsistent with the Client's previously stated

investment objectives may also trigger additional review. Other factors may include requests by a Client to liquidate certain securities positions/contracts where such transactions may appear to be inconsistent with the Client's previously stated investment objectives. An additional triggering factor would be customer complaints.

It is the responsibility of the Client to notify MWAFS of any changes to their financial situation or objectives that may impact the focus of the overall financial strategy.

Reviewers:

The following individuals are responsible for account reviews:

Pamela S. Fritz, Chief Compliance Officer
Michael J. Hetrick, Sr. Compliance RIA Principal
Nathan W. Neighbour, Compliance Principal

Ms. Fritz will employ the procedures noted above for each Client account subject to MWAFS' investment management services.

Client will receive a statement at least quarterly from the custodian of his/her account, detailing all transactions and fees deducted from the account for the calendar quarter. MWAFS does not verify performance data provided by third parties to create these reports. You should rely on the account statements you receive from the Custodian as the official record of your investments. Please discuss any questions you have regarding these reports with your Investment Adviser Representative.

Part of the MWAFS quarterly account reviews is to verify the accuracy of the advisory fee calculation. The Client should also verify the fees deducted, as the custodian does not do so. Managed accounts will be reviewed at least annually by MWAFS Investment Adviser Representatives and more frequently should market conditions or the Client's financial situation warrant such. Custodians for the Clients' accounts will also mail statements to the Clients, at least quarterly (and more frequently should there be transactions in the account), listing all transactions and fees charged directly to the Client's account for the time period. The statements and fees should be reviewed by the Client to ensure accuracy. Investment Adviser Representatives may review performance reports with the Clients during a telephone or face-to-face meeting.

Client Referrals and Other Compensation

MWAFS generally prohibits its IARs from receiving or paying finder's fees or referral fees for any securities business, with the following exception;

The fee paid to the Investment Adviser by third-party managers is compensation for servicing the client's account. Because MWAFS is acting as a solicitor for the third-party firm, a portion of the fee may be considered a referral fee for recommending the client use the third-party manager. Please also see the section on Managed Account Programs under Item 4 of the Wrap Program Brochure for more information.

Other than the exception noted above, MWAFS and its' IARs do not have any other arrangements, oral or in writing, where they are paid cash by or receive some economic benefit (including commissions, equipment or non-research services) from a non-Client in connection with giving advice to Clients.

MWAFS and its' IARs have no agreements, oral or in writing, where they directly or indirectly compensate any person for Client referrals.

Financial Information

Upon request, the Investment Adviser will provide you with information or disclosures about MWAFS's financial condition. MWAFS has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients, and has not been the subject of a bankruptcy proceeding.

MWAFS and its' Investment Adviser Representatives do not have discretionary authority or custody of client funds or securities. If a third-party manager is used, they may have discretionary authority and/or custody of client funds or securities. The third-party manager's Advisory Agreement or ADV Part 2A details this in full.

In no event shall MWAFS charge advisory fees that are both in excess of twelve hundred dollars and more than six months in advance of advisory services rendered.