

Morris Financial Concepts, Inc.

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www.mfcplanners.com

March 28, 2017

This Brochure provides information about the qualifications and business practices of MORRIS FINANCIAL CONCEPTS, INC.

If you have any questions about the contents of this Brochure, please contact us at 843-884-6192 or info@mfcplanners.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.

MORRIS FINANCIAL CONCEPTS, INC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about MORRIS FINANCIAL CONCEPTS, INC also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Material Changes

This Firm Disclosure Brochure, dated March 28, 2017 updates our previous Firm Disclosure Brochure, dated April 29, 2016.

There have been no material updates made to our Brochure since our last Firm Annual Amendment filing made on March 29, 2016.

Pursuant to SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting our office at 843-884-6291 or info@mfcplanners.com.

Additional information about MORRIS FINANCIAL CONCEPTS, INC. is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Morris Financial Concepts, Inc. who are registered, or are required to be registered, as investment adviser representatives of Morris Financial Concepts, Inc.

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Item 4 – Advisory Business

Morris Financial Concepts, Inc. (“MFC”) is organized as a Corporation in the State of South Carolina with three owners, Kyra Morris, Robert Morris, and Sherry Cook. Kyra Morris is the only entity with an ownership stake of greater than 25%. The organization first filed for incorporation as of 01/12/2001.

As of December 31st, 2016, MFC manages 702 investment client accounts totaling \$205,265,644 on a discretionary basis and \$4,270,890 on a non-discretionary basis.

MFC typically engages clients in the following services:

- 1. Financial Planning:** The Financial Planning Agreement engagement provides a broad range of financial planning services which may include tax-related and other non-investment related matters. In general, planning services provided under the Financial Planning Agreement do not include investment supervisory or investment management services, nor the regular review or monitoring of the client’s investment portfolio. An additional addendum may allow for the discretionary management of assets under this contract. The Financial Planning Agreement is for a period of one year to implement and monitor the plan. MFC may provide continuing review and update services beyond the first year for a mutually agreed upon fee.

The services provided by MFC in a Financial Planning Agreement engagement generally encompass eight primary areas:

Personal Financial Statement
Tax Planning
Retirement Planning
Estate Planning

Cash Flow Management
Education Planning
Investment Planning
Insurance Planning

Financial Planning Agreement Operation: Generally, the first quarter of the plan year is used to develop the plan, while the remaining three quarters are used to assist in the implementation and monitoring of the plan. To perform its services, MFC is not required to verify any information received from the client or from the client’s other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on information provided by the client. MFC may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if MFC recommends its own services. The client is under no obligation to act upon any of the recommendations made by MFC under a financial planning engagement and/or engage the services of

any such recommended professional, including MFC. The client retains discretion over all such implementation decisions and is free to accept or reject any of MFC's recommendations. It is a client's responsibility to promptly notify MFC if there is ever any change in the client's financial situation or investment objectives for the purpose of reviewing, evaluating, or revising MFC's previous recommendations and services.

- 2. Total Service Agreement - Financial Planning and Portfolio Management Services for Individuals and/or Small Businesses:** The Total Service Agreement engagement provides all the comprehensive financial planning services included in the Financial Planning Agreement and adds investment management services. MFC uses a sophisticated series of proprietary systems and tools to manage a client's investment portfolio in accordance with the Financial Plan and agreed upon investment strategy. All client portfolios are managed independently and are customized to the client's situation, but are based on MFC's primary investment philosophy and "model" portfolios. Client models are limited to the use of mutual funds and ETFs. For some qualified clients, we may suggest certain limited partnerships. Clients may occasionally impose restrictions on investing in particular securities or accounts. These must be adequately disclosed to MFC.

Clients are advised to promptly notify the firm if there are ever any changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon MFC's management services.

MFC entered into an engagement agreement with East Bay Financial Services, LCC (EBFS). EBFS is a Limited Liability Company organized in the state of South Carolina. The firm is a Registered Investment Advisor which provides investment supervisory services, investment adviser portfolio consulting, and financial planning. More information may be found in the firm's regulatory disclosures. Its CRD number is 166207.

MFC engages EBFS regularly for investment recommendations and assistance with MFC's compliance program. EBFS does have access to client accounts and has signed a non-disclosure agreement with MFC. EBFS will make trade recommendations for MFC's client accounts, but has no trading or discretionary authority over any client accounts. All of EBFS' recommendations are reviewed by MFC's Chief Investment Officer before execution. EBFS also offers MFC clients a quarterly webinar where-in it provides impersonal investment advice and economic overviews to clients.

- 3. Hourly Services:** MFC will provide Financial Planning Services on an hourly basis, and the fees are described in another section. These services mimic the service on the full Financial Planning agreement, but are modular rather than comprehensive.

- 4. Pension Consultant:** MFC provides consulting services to select company 401k plans. These services may include the following:
- monitoring the selection of investments for the plan
 - providing investment education services to plan participants,
 - providing some assistance with administrative services (helping to process RMD's, review filings of certain documents)

MFC will not act as a trustee on the plan or a TPA for the purposes of ensuring the plan is administered fairly to all plan participants.

5. Morris Financial Concepts Wrap Program:

MFC may provide discretionary investment management services on a wrap fee basis in accordance with our investment management wrap fee program (the "Program"). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, MFC is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, account maintenance, investment management fees. However, clients may be responsible for, but not limited to, trustee fees, mutual fund expenses, ETF expenses, mark-ups, mark-downs, transfer taxes, fees charged by independent managers and/or separately managed accounts, odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts (Such fees are in addition to any fees paid by the client to MFC and are between the client and the account custodian).

The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure, which is presented to all prospective Program participants in accordance with disclosure requirements. All prospective Program participants should read both our Brochure and the Wrap Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program.

As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. When managing a client's account on a wrap fee basis, MFC shall receive as payment for its asset management services, the balance of the wrap fee after all other costs (including account transaction fees) incorporated into the wrap fee have been deducted. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by MFC for participation in the

Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

Because Program transaction fees and/or commissions are being paid by MFC to the account custodian/broker-dealer, MFC could have an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account.

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

ADDITIONAL DISCLOSURES

Limitations of Financial Planning and Non-Investment Consulting Services:

To the extent requested by a client, MFC may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. MFC does not serve as a law firm, accounting firm, or insurance agency, and no portion of MFC's services should be construed as legal, accounting, or insurance implementation services. Accordingly, MFC does not prepare estate planning documents, tax returns or sell insurance products. To the extent requested by a client, MFC may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance agents, etc.). Clients are reminded that they are under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation made by MFC or its representatives. However, if the client engages any unaffiliated recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Retirement Plan Rollovers - No Obligation / Potential for Conflict of Interest:

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If MFC recommends that a client roll over their retirement plan assets into an account to be

managed by MFC, such a recommendation creates a conflict of interest if MFC will earn an advisory fee on the rolled over assets. **No client is under any obligation to roll over retirement plan assets to an account managed by Registrant.**

Use of Mutual Funds:

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

Other mutual funds, such as those issued by Dimensional Fund Advisors ("DFA"), are generally only available through selected registered investment advisers. MFC may allocate client investment assets to DFA mutual funds. Therefore, upon the termination of MFC's services to a client, restrictions regarding transferability and/or additional purchases of, or reallocation among DFA funds will apply.

Unaffiliated Private Investment Funds. MFC may provide investment advice regarding unaffiliated private investment funds. MFC's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of MFC calculating its investment advisory fee. MFC's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that they are qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Valuation. In the event that MFC references private investment funds owned by the client on any supplemental account reports prepared by MFC, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by the fund sponsor. If the valuation reflects the initial purchase

price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be significantly more or less than the original purchase price.

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

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

Item 5 – Fees and Compensation

Financial Planning Agreement Fees: Fees are assessed according to the breadth and complexity of the client's situation and stated objectives. The minimum fee for financial planning services is \$5,000. One-quarter of the fee is due at the time a Financial Plan Agreement is signed and the remaining fee will be prorated and charged on a quarterly basis, in advance. Morris Financial Concepts, Inc. may, in its sole discretion, negotiate a fee less than the stated minimum based upon certain criteria (i.e., anticipated future earning capacity, related existing client relationships, pre-existing client, *pro bono* activities, etc.). Fees are billed directly to the client. No plans will be charged more than \$1,200 six months in advance of services provided.

Financial Planning Agreement Termination: The client has five (5) business days from the date of the contract execution to terminate MFC's Planning Services without penalty. The Financial Planning Agreement may be terminated at any time upon receipt of written notice to terminate by either party to the other. Termination of the Agreement will not affect (a) the validity of any action previously taken by MFC or the clients obligation to pay MFC fees that have already been earned. If a client terminates the Financial Planning Agreement, the balance (if any) of MFC's unearned fees shall be refunded to the client. If MFC has completed the Planning stage and is in the implementation and monitoring phase of the agreement 75% of the agreed upon fees have been completed and will be due. The balance of the implementation and monitoring phase will be prorated as to the time that is left on the contract.

Total Service Agreement Fees: Morris Financial Concepts, Inc. shall charge either an annual fee based upon a percentage of the market value of the assets being managed by MFC, or a negotiated fee starting at a minimum \$8,500. This annual fee is exclusive of and in addition to brokerage commissions, transaction fees, and other related costs and

expenses that may be incurred by the client. MFC does not receive any portion of these commissions, fees, and costs. The annual fee shall be prorated and charged quarterly, in advance, based upon the market value of the assets on the last day of the previous quarter. MFC may, in its sole discretion, negotiate a fee less than the stated minimum based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, *pro bono* activities, etc.). The annual fee varies (between 0.30% and 1.00%) depending upon the market value of the assets under management as follows:

Total Service Agreement Table of Fees:

Brackets (Minimum Annual Fee of \$8,500)			Annual Fee	
	Initial	\$749,999	=	1.00%
\$750,000	through	\$2,999,999	=	0.75%
\$3,000,000	through	\$9,999,999	=	0.50%
\$10,000,000	and	above	=	0.30%

The client may make additions to and withdrawals from the account at any time, subject to the MFC's right to terminate an account. If assets are deposited into an account after the inception of a quarter that are \$50,000 or more, the fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. Clients may withdraw account assets on notice to MFC, subject to the usual and customary securities settlement procedures. For partial withdrawals in excess of \$50,000 within a billing period, MFC shall credit its unearned fee and deposit it back into the proper account. However, MFC designs its portfolios as long-term investments and asset withdrawals may impair the achievement of a client's investment objectives.

Clients may choose whether to have fees directly billed out of their accounts or invoiced directly. MFC obtains written consent of all clients who choose to directly debit fees from their custodial accounts.

MFC may, in its sole discretion, negotiate a fee less than the stated minimum based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, *pro bono* activities, etc.).

Total Service Agreement - Billing Families: Some clients may negotiate to arrange to combine accounts for their relatives into a broader household account. MFC refers to this household account as a billing family. Billing family accounts are pooled together to take the combined accounts into higher billing tiers thereby providing discounts, and

ensuring that all entities in the billing family are billed the same way. Any arrangement made in this fashion will be denoted on the client's Total Service Agreement contract.

Hourly Financial Planning Agreement: Occasionally, but very seldom, services may be engaged at an hourly fee. MFC typically charges a rate \$40 – \$250 per hour depending on the professional doing the work. MFC employs direct billing to collect client fees and has obtained the clients written consent for such purposes. There is no minimum number of hours to purchase when signing the hourly financial planning agreement. The typical scenarios where these engagements are entered into are after the one-year expiration of the typical Financial Planning agreement, and the client does not wish to sign a Total Service Agreement.

Pension Consultant Services Fees: MFC charges .75% on 401k plans. This fee will be deducted from each plan participant account. The qualified TPA will be the party that calculates, deducts, and distributes this fee to Morris Financial Concepts. The TPA also ensures proper disclosure to plan participants in terms of the fee they are paying. None of the funds selected will have any 12b1 fees or unreasonable minimums for investing, and the only fee MFC will receive will be for assets under management.

GENERAL INFORMATION

Termination of the Advisory Relationship: A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded.

Direct Debiting of Client Fees: MFC's agreement and/or the separate agreement with the Financial Institution(s) may authorize MFC through the Financial Institution(s) to debit the client's account for the amount of MFC's fee and to directly remit that management fee to MFC in accordance with applicable custody rules. The Financial Institution(s) recommended by MFC have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to MFC.

Mutual Fund Fees: All fees paid to MFC for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and

our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

ERISA Accounts: MFC is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. As such, our firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, MFC may only charge fees for investment advice about products for which our firm and/or our related persons do not receive any commissions or 12b-1 fees.

Additional Fees and Expenses: In addition to our advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker dealers, including, but not limited to, any transaction charges imposed by a broker dealer with which an independent investment manager effects transactions for the client's account(s). Please refer to the "Brokerage Practices" section (Item 12) of this Form ADV for additional information.

Advisory Fees in General: Clients should note that similar advisory services may (or may not) be available from other registered investment advisers for similar or lower fees.

Limited Prepayment of Fees: Under no circumstances do we require or solicit payment of fees in excess of \$1,200 more than six months in advance of services rendered.

Item 6 – Performance-Based Fees and Side-By-Side Management

Morris Financial Concepts, Inc. does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 – Types of Clients

Morris Financial Concepts, Inc. offers comprehensive Financial Planning and Investment Management services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

Morris Financial Concepts, Inc. does not have minimum account size requirements, but may charge minimum fees. These are outlined below:

Financial Planning - The minimum fee for financial planning services is \$5,000.

Total Services Management - Morris Financial Concepts, Inc. shall charge either an annual fee based upon a percentage of the market value of the assets being managed by MFC, or a negotiated fee starting at a minimum \$8,500.

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

Investing in securities involves risk of loss that clients should be prepared to bear.

Morris Financial Concepts, Inc. primarily uses mutual funds and Exchange Traded Funds that invest in traditional asset classes (stocks, bonds, and money markets) to build diversified client portfolios. Historical long-term returns of these asset classes are used as approximations for future long-term expected returns.

The primary material risk in MFC's strategy is that historical relationships do not hold in future periods. Past performance does not guarantee future results, but it provides a guide to develop a strategy that is in the client's best interest. The primary material risk in MFC's analysis is in choosing investment companies (mutual funds or ETFs) to represent diverse asset class exposure. In an attempt to mitigate this risk, MFC considers only reputable investment firms and conducts internal due diligence using third party analysts. MFC does not only recommend one type of security or asset class.

Item 9 – 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 Morris Financial Concepts, Inc. or the integrity of MFC's management. Morris Financial Concepts, Inc. has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Morris Financial Concepts has a minority ownership interest (less than 2%) in a savings and loan holding company, National Advisors Holdings, Inc. (NAH). NAH formed a federally chartered trust company, National Advisors Trust Company (NATC). NAH and NATC are regulated by the Office of the Comptroller of the Currency ("OCC") and are FDIC insured. The trust company offers a low cost alternative to traditional custodians and trust service providers.

MFC refers clients to NATC. Referrals to NATC are based expressly upon the clients' needs and objectives. Unlike banks which generally do not allow trust accounts to retain outside investment advisors, NATC permits MFC to provide ongoing investment

advisory services to accounts on which NATC is named as trustee. The client, MFC, and/or Kyra may benefit from this continuation of services. However, the client always maintains the right to remove MFC as the investment advisor, as well as replace NATC as trustee. Neither MFC nor Kyra receives income or compensation from NATC or directly share in any service fees charged to client accounts by National Advisors Trust.

Morris Financial Concepts, Inc. may provide its clients with a broad range of comprehensive financial planning services. These services may include business systems consulting services, and other non-investment related matters. MFC may charge a separate fee for these services which shall be agreed upon prior to rendering the services. In addition, MFC may contract with third parties for these services.

Kyra Morris, a principal executive officer of MFC is also the sole owner and controller of a tax preparation, accounting, and estate planning firm, Morris Tax Planning, LLC, (MTP) where she is an Enrolled Agent of the IRS providing tax planning and accounting services.

Morris Tax Planning, LLC works closely with Morris Financial Concepts, Inc. (MFC). The separate business entity was added to accommodate MFC's clients with tax preparation, tax planning, and estate planning services. Tax preparation, accounting services, and estate planning provided by MTP are, however, separate and distinct from MFC's advisory services. The compensation is separate also. There are no referral fee arrangements between the two firms for these recommendations. No MFC client is obligated to use MTP for any tax, accounting, or estate services and conversely, no tax, accounting, or estate client is obligated to use the advisory services provided by MFC.

MTP's services do not include the authority to sign checks or otherwise disburse funds on any of our advisory client's behalf.

Clients should be aware of the close relationship of these two firms and its management persons.

Kyra Morris is a partner in Gurney Brothers, LP, a family-owned residential and commercial real estate partnership. Some of her duties include property management and bookkeeping for this business.

MFC has entered into an engagement agreement with Gordon Financial, LLC. Gordon Financial, LLC is a Registered Investment Adviser based in Charleston, South Carolina, and incorporated under the laws of the State of South Carolina. Gordon Financial, LLC is owned by Mary Elizabeth Ivy and Mark Philipp Gordon, Jr. Gordon Financial, LLC is registered with the State of South Carolina and is subject to its rules and regulations.

Founded in March 2015, Gordon Financial, LLC provides investment advisory services, which may include, but are not limited to, the review of client investment objectives and goals, recommending asset allocation strategies of managed assets among investment products such as cash, stocks, mutual funds and bonds, annuities, and/or preparing written investment strategies.

Gordon Financial, LLC also provides financial planning consulting services including, but not limited to, risk assessment/management, investment planning, estate planning, financial organization, or financial decision making/negotiation. More information is available in the firm's regulatory disclosures on the SEC website www.adviserinfo.sec.gov. The firm's searchable IARD/CRD number is 174196.

Gordon Financial, LLC has written supervisory procedures in place that are reasonably designed to detect and prevent violations of the securities laws, rules, and regulations of the South Carolina Securities Act. Mary Elizabeth Ivy is Gordon Financial, LLC's Chief Compliance Officer and sole Investment Advisory Representative ("IAR"); therefore she is responsible for all of the activities that occur on behalf of Gordon Financial, LLC and its clients. Additional information about Mary Elizabeth Ivy is also available on the SEC's website at www.adviserinfo.sec.gov.

MFC engages Gordon Financial, LLC to provide assistance with Financial Planning Services to a select number of clients existing MFC clients. Gordon Financial, LLC does not provide any of these clients with investment advice on their accounts, has no access to trades made on any client accounts and is not deemed an access person for compliance purposes.

MFC endeavors at all times to put the interest of its clients first as part of our fiduciary duty as a registered investment adviser; we take the following steps to address this conflict:

- we disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;
- we disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies;
- we periodically monitor employee outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm; and
- we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

Item 11 – Code of Ethics

Morris Financial Concepts, Inc. has adopted a Code of Ethics in compliance with Adviser's Act Rule 204A-1 for all supervised persons of the firm describing MFC's high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Morris Financial Concepts, Inc. must acknowledge the terms of the Code of Ethics annually, or as amended.

MFC's employees and persons associated with MFC are required to follow the Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of MFC and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for MFC's clients.

The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of MFC will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of MFC's clients. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between MFC and its clients.

MFC and individuals associated with our firm are prohibited from engaging in principal transactions.

MFC and individuals associated with our firm are prohibited from engaging in agency cross transactions.

All of our employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.

MFC's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting info@mfcplanners.com or calling 843-884-6192.

Item 12 – Brokerage Practices

Morris Financial Concepts, Inc. does not conduct its own brokerage activities, so therefore must utilize the brokerage and clearing services of Fidelity Investments and its affiliates (collectively referred to as "*Fidelity*"), Charles Schwab & Co., Inc. ("*Schwab*"), and/or National Advisors Trust Company, FSB ("*National Advisors*")

Trust”) for investment management accounts. MFC may only implement its investment management recommendations after the client has arranged for and furnished MFC with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions shall include, but are not limited to, Fidelity, Schwab, National Advisors Trust, any other broker-dealer, trust company, bank etc. recommended by MFC or directed by the client, hereafter referred to as “Financial Institution(s).”

Additions to client accounts may be in cash or securities provided that MFC reserves the right to liquidate any transferred securities, or decline to accept particular securities into a client’s account. MFC may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

Factors which Morris Financial Concepts, Inc. considers in recommending Financial Institution(s) or any other broker-dealer, to clients include their respective financial strength, reputation, execution, pricing, research, and service. Financial Institution(s) enables MFC to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by Financial Institution(s) may be higher or lower than those charged by other broker-dealers.

The commissions paid by MFC’s clients shall comply with MFC’s duty to obtain “best execution.” However, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where MFC determines, in good faith, that the commission is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer’s services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. While MFC will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions. Transactions may be cleared through other broker-dealers with whom MFC and the Financial Institution(s) have entered into agreements for prime brokerage clearing services. MFC shall periodically and systematically review its policies and procedures regarding recommending broker-dealers to its client in light of its duty to obtain best execution.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist MFC in its investment decision-making process. Such research generally will be

used to service all of MFC's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio.

The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest.

MFC may receive from Financial Institution(s), without cost to MFC, computer software and related systems support, which allow MFC to better monitor client accounts maintained at Financial Institution(s). MFC may receive the software and related support without cost because MFC renders investment management services to clients that maintain assets at Financial Institution(s). The software and related systems support may benefit MFC and not its clients directly. To fulfill its duties to its clients, MFC endeavors at all times to put the interests of their clients first. Clients should be aware, however, that MFC's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence MFC's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services.

Additionally, MFC may receive the following benefits from Financial Institution(s):

- receipt of duplicate client confirmations and bundled duplicate statements;
- access to a trading desk that exclusively services the Financial Institution(s) investment advisor participants;
- access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts;
- access to an electronic communication network for client order entry and account information.

MFC may receive meals provided at seminar or workshops hosted by a mutual fund company to discuss practice management issues and investment updates. There is a potential conflict of interest since these benefits may influence MFC's choice of a Mutual Fund Company over another Mutual Fund Company that does not furnish similar support or services.

Although this is not encouraged, the client may direct MFC in writing to use a particular custodian to execute some or all transactions for the client ("Directed Brokerage"). In that case, the client will negotiate terms and arrangements for the account with that custodian, and MFC shall disclose to the client that MFC shall not seek best execution from other custodians. MFC shall also disclose to the client that as a result of the Directed Brokerage, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Where the client has

Directed Brokerage that would result in additional operational difficulties, MFC may choose to terminate the investment advisory relationship.

MFC may render non-discretionary investment management services to clients relative to: (1) variable life/annuity products that they may own, and/or (2) their individual employer-sponsored retirement plans.

Item 13 – Review of Accounts

Total Service Agreement – Account Reviews: Clients that have engaged the Total Service Agreement contract are reviewed regularly depending upon the level of maintenance suitable for the portfolio and the level of complexity of the client's financial plan and risk level. Reviews are supervised by the President of the firm, Kyra H. Morris, CFP®, EA and may be delegated to the Chief Investment Office and/or other qualified personnel. Client reports are distributed quarterly. Customized reports are available on request.

Financial Planning Agreement – Account Reviews: Clients that have engaged MFC to perform separate and distinct financial planning will have a one- time review and a report will be issued subject to that review, as contracted by the client.

Pension Consulting Agreement – Account Reviews: MFC will annually review the fund selection in the 401k plans it administers to ensure it keeps the plans under the safe harbor restrictions under ERISA. Also, it will conduct due diligence on each of the investment products within the plan making sure that all of them are still suitable investments. Finally, each plan participant is allowed one meeting per year to discuss their and review own account and circumstances. MFC will only review plan participant accounts upon request.

Item 14 – Client Referrals and Other Compensation

Morris Financial Concepts, Inc does not directly or indirectly compensate any person who is not a supervised person for client referrals.

Item 15 – Custody

Pursuant to SEC rule 206(4)-2, Morris Financial Concepts, Inc. has custody of client assets *solely* because of its authority to deduct advisory fees from client accounts. As such MFC will not:

- Possess the ability to sign checks or withdraw funds from a clients account

- Possess bank account or credit card information for the purpose of debiting or charging the accounts to pay MFC's fees
- Accept possession of stock certificates
- Accept standing letters of authorization to transmit funds directly to any third party (to pay taxes or insurance bills, for example)
- Act as trustee, beneficiary, or personal representative of any clients account (except as the direct result of a family or close personal relationship.)
- Maintain possession of a client's employer sponsored retirement plan on-line passwords if the access allows MFC to electronically compromise the integrity of the underlying assets.

Clients will receive confirmations of each transaction executed for an account and a brokerage statement no less than quarterly directly from the Custodian. MFC urges clients to carefully review such statements and compare such official custodial records to the account statements that MFC may provide.

Item 16 – Investment Discretion

Morris Financial Concepts, Inc. usually receives discretionary authority in writing via the Total Service Agreement from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, Morris Financial Concepts, Inc. does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios.

Item 18 – Financial Information

Morris Financial Concepts, Inc. 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.