

**Part 2A of Form ADV: *Firm Brochure***

**Affinity Investment Group, LLC**

18 Hampton Road, Unit 7  
Exeter, NH 03833

Telephone: 603.778.6436  
Facsimile: 603.418.0084

Email: [greg@affinityinvestmentgroup.com](mailto:greg@affinityinvestmentgroup.com)  
Web Address: [www.affinityinvestmentgroup.com](http://www.affinityinvestmentgroup.com)

2/12/2018

This brochure provides information about the qualifications and business practices of Affinity Investment Group, LLC. If you have any questions about the contents of this brochure, please contact us at 603.778.6436 or [greg@affinityinvestmentgroup.com](mailto:greg@affinityinvestmentgroup.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.

Additional information about Affinity also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 117191.

## Item 2    **Material Changes**

This Firm Brochure provides you with a summary of Affinity Investment Group, LLC's advisory services and fees, professionals, certain business practices and policies, as well as actual or potential conflicts of interest, among other things. This Item is used to provide our clients with a summary of new and/or updated information; we will inform you of the revision(s) based on the nature of the information as follows.

1. **Annual Update:** We are required to update certain information at least annually, within 90 days of our firm's fiscal year end (FYE) of December 31. We will provide you with either a summary of the revised information with an offer to deliver the full revised Brochure within 120 days of our FYE or we will provide you with our revised Brochure that will include a summary of those changes in this Item.
2. **Material Changes:** Should a material change in our operations occur, depending on its nature we will promptly communicate this change to clients (and it will be summarized in this Item). "Material changes" requiring prompt notification will include changes of ownership or control; location; disciplinary proceedings; significant changes to our advisory services or advisory affiliates – any information that is critical to a client's full understanding of who we are, how to find us, and how we do business.

Since the filing of our last annual updating amendment, we have no material changes to report.

<b>Item 3</b>	<b>Table of Contents</b>	<b>Page</b>
Item 1	Cover Page	1
Item 2	Material Changes	2
Item 3	Table of Contents	3
Item 4	Advisory Business	4
Item 5	Fees and Compensation	6
Item 6	Performance-Based Fees and Side-By-Side Management	8
Item 7	Types of Clients	8
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss	9
Item 9	Disciplinary Information	11
Item 10	Other Financial Industry Activities and Affiliations	11
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	12
Item 12	Brokerage Practices	13
Item 13	Review of Accounts	15
Item 14	Client Referrals and Other Compensation	16
Item 15	Custody	16
Item 16	Investment Discretion	17
Item 17	Voting Client Securities	17
Item 18	Financial Information	17

## **Item 4    Advisory Business**

Affinity Investment Group, LLC (hereinafter 'Affinity', the 'firm' or 'we') is a SEC-registered investment adviser with its principal place of business located in Exeter, New Hampshire. It should be noted that registration as an investment adviser does not require and should not be interpreted to imply any particular level of skill or training. Gregory B. Gagne, who founded the firm in 1998, is the sole owner, managing member and chief compliance officer (CCO).

Affinity provides personalized confidential financial planning and investment management services to our clients. Advice is provided through consultation with the client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and estate planning. A written evaluation of each client's initial situation is provided to the client, often in the form of a net worth statement, current asset allocation review, or a combination of both.

Separately, the principal and certain other related persons of the firm are, in their individual capacity, licensed as independent insurance agents/brokers. When acting in this capacity, these individuals will earn commissions which are separate and distinct from fees charged for advisory services.

In addition, Gregory Gagne and Peter Willcox, Jr., a licensed investment adviser representative of Affinity, periodically present financial seminars to the public. These seminars are presented free of charge to attendees and are intended to provide general information regarding investing in the financial markets. The presentations do not purport to address the individual investment needs or objectives of any participant, nor do they include any specific recommendations regarding investments in market sectors or securities.

Investment advice is provided with the client making the final decision on investment selection. The client always maintains asset control and is required to select the independent broker-dealer to be used for trade execution and custodial services. Clients grant Affinity a limited power of attorney enabling us to place trades on their behalf.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) are engaged directly by the client on an as-needed basis. Conflicts of interest will be disclosed to the client in the unlikely event they should occur.

The initial consultation, which may be conducted by telephone, is free of charge and is considered an exploratory interview to determine the extent to which our financial planning and investment management may be beneficial to the client.

Affinity offers the following advisory services to our clients:

### **PORTFOLIO MANAGEMENT**

Our firm provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal investment policy and create and manage a portfolio based on that policy. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we also review and discuss a client's prior investment history, as well as family composition and background.

We manage these advisory accounts on a non-discretionary basis. Account supervision is guided by the client's stated objectives (i.e., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations.

Assets are invested primarily utilizing no-load or load- waived mutual funds, although Affinity may also utilize exchange-traded funds, certificates of deposit and/or variable annuities when appropriate to the needs of the client. Affinity will allocate the client's assets among various investments taking into consideration the overall management style selected by the client. The mutual funds will be selected on the basis of any or all of the following criteria: the fund's performance history; the industry sector in which the fund invests; the track record of the fund's manager; the fund's investment objectives; the fund's management style and philosophy; and the fund's management fee structure. Portfolio weighting between funds and market sectors will be determined by each client's individual needs and circumstances. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

***Exempt Asset Class Holdings:*** From time to time, advisory clients may have pre-existing investments that they do not want actively managed by Affinity. These clients may request that we monitor such assets and incorporate these holdings into our periodic reviews and the reports we provide to clients. The nature and frequency of such reviews will be determined on an individual basis with each client. Accordingly, while we will not actively manage these assets they will be incorporated into our overall assessment of asset allocation and performance, and will be included in the client's quarterly summary reports prepared by Affinity. Clients are required to instruct Affinity as to the disposition of such holdings. Affinity may exclude the value of such holdings from our calculation of advisory fees although we retain the ability to charge a nominal fee for this service based on the nature and scope of such holdings.

***Client Directed Orders:*** From time to time, certain clients may direct Affinity to purchase or sell securities on their behalf ("client directed transactions"). Affinity does not take investment advisory responsibility for such transactions. Further, we retain the discretion to include or exclude such investments from the client's portfolio managed by Affinity and our calculation of advisory fees. The amount of the fee and the billing terms will be agreed upon in advance with the client.

## **FINANCIAL PLANNING / CONSULTING**

Clients can also receive financial advice through consultations. This may include advice on only an isolated area(s) of concern such as estate planning, retirement planning, or any other specific topic. We also provide specific consultation and administrative services regarding investment and financial concerns of the client.

Affinity also provides advice on non-securities matters. Generally, this is in connection with the rendering of estate planning, insurance, and/or annuity advice.

Financial planning and consulting recommendations are not limited to any specific product or service offered by a broker dealer or insurance company. All recommendations are of a generic nature.

We gather required information through in-depth personal interviews. Information gathered includes the client's current financial status, tax status, future goals, returns objectives and attitudes towards risk. Should the client choose to implement some or all of Affinity's recommendations, we suggest the

client work closely with his/her attorney, accountant, insurance agent, and/or stockbroker. Implementation of financial plan and/or consulting recommendations is entirely at the client's discretion.

Typically the financial plan is presented to the client within six months of the contract date, provided that all information needed to prepare the financial plan has been promptly provided.

#### **AMOUNT OF MANAGED ASSETS**

As of December 31, 2017, Affinity was actively managing approximately \$233,431,313 of clients' assets on a non-discretionary basis.

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

#### **PORTFOLIO MANAGEMENT FEES**

The annualized fee for Portfolio Management Services is charged as a percentage of assets under management, according to the following schedule:

<u><i>Assets under Management</i></u>	<u><i>Annual Fee</i></u>
\$250,000 - \$500,000	1.25%
\$500,001 - \$1,000,000	1.00%
\$1,000,001 - \$2,000,000	0.75%
Greater than \$2,000,000	0.50%

Typically these fees are debited directly from client accounts quarterly in arrears based upon the value (market value or fair market value in the absence of market value) of the account as of the last day of the quarter. In rare circumstances client may elect to be billed directly for portfolio management services rendered. Alternatively, and upon mutual agreement, fees may be charged as a fixed or flat fee.

A minimum of \$250,000 of assets under management and a \$3,125 minimum annual fee is required for this service. Fees for accounts under \$250,000 will be negotiated upon the needs of each individual client. Affinity may group certain related client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

**Limited Negotiability of Advisory Fees:** Although Affinity has established the aforementioned fee schedule(s), these fees and the account minimum may be negotiable under rare circumstances. Client facts, circumstances and needs are considered in determining the fee schedule. These include the complexity of the client, assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, reports, among other factors. The specific annual fee schedule is identified in the contract between the adviser and each client.

Affinity reserves the right to reduce or waive advisory fees for services provided to family members and friends. Such rates are not available to all our advisory clients.

## FINANCIAL PLANNING / CONSULTING FEES

Affinity's Financial Planning / Consulting fee is determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are agreed upon prior to entering into a contract with any client.

Our Financial Planning / Consulting fees are calculated and charged on a fixed fee basis, typically ranging from \$2,500 to \$10,000, depending on the specific arrangement reached with the client. However, under certain rare circumstances, these rates may be negotiable. We will quote the fixed fee to the client at the time the advisory agreement is executed. Affinity generally requires financial planning / consulting clients to pay a retainer (typically one half of the agreed upon fee). The balance of the fee will be billed on a quarterly basis. We will never charge more than \$1,200 more than 6 months in advance of the financial planning or consulting service having been earned.

***Fees Offset By Commissions:*** If a Financial Planning / Consulting client executes recommended transactions through associated persons of our firm in their separate capacity as a licensed insurance agent/broker, these individuals will earn commissions which are separate and distinct from fees charged for advisory services. In some instances, depending on the size of the transaction, advisory fees will be discounted, at our discretion, for commissions earned. Commissions will not be credited towards future advisory fees.

***Financial Planning / Consulting Fee Offset:*** Affinity reserves the discretion to reduce or waive the minimum fixed fee if a financial planning / consulting services client chooses to engage us for our Portfolio Management Services.

Management personnel and other related persons of our firm are licensed as insurance agents or brokers. In their separate capacity(ies), these individuals are able to implement investment recommendations for advisory clients for separate and typical compensation (i.e., commissions, or other sales-related forms of compensation). This presents a conflict of interest to the extent that these individuals recommend that a client invest in a security which results in a commission being paid to the individuals. Clients are not under any obligation to engage these individuals when considering implementation of advisory recommendations. The implementation of any or all recommendations is solely at the discretion of the client.

## GENERAL INFORMATION

***Negotiability of Minimum Account Requirements and Advisory Fees:*** Affinity, in our sole discretion, may waive the minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

***Mutual Fund Fees:*** All fees paid to Affinity 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.

***Additional Fees and Expenses:*** Affinity does not receive any compensation, in any form, from fund companies. Discount brokerages may charge a transaction fee for the purchase of some funds. Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. Accordingly, clients will also be responsible for all transaction, brokerage, and custodial fees incurred as part of their account management. Please refer to Item 12 of this Form ADV for additional information regarding our brokerage practices.

***Advisory Fees in General:*** Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) 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 \$1200 more than six months in advance of services rendered.

***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. Although our portfolio management fees are billed in arrears, we retain the ability to request a retainer from a financial planning or consulting client. In the event that such an engagement is terminated prior to completion, any prepaid unearned fees will be promptly refunded.

***Past Due Accounts and Termination of Services:*** Affinity reserves the right to stop work on any account that is more than 30 days overdue. In addition, we reserve the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in our judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded within 30 days.

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

Affinity's advisory fees are not based on a share of the capital gains or capital appreciation of managed securities. The use of a performance-based fee structure creates a potential conflict of interest as it may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

## **Item 7 Types of Clients**

Affinity generally provides investment advice to individuals, including high net worth individuals; trusts and estates; charitable organizations, and corporations or business entities.

As previously disclosed in Item 5, our firm has established certain initial and ongoing minimum account requirements, based on the nature of the service(s) being provided. For a more detailed understanding of those requirements, please review the disclosures provided in each applicable service.



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

### METHODS OF ANALYSIS

We use the following methods of analysis in formulating our investment advice and/or managing client assets:

**Charting.** In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

**Fundamental Analysis.** We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell).

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

**Technical Analysis.** We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.

Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

**Cyclical Analysis.** In this type of technical analysis, we measure the movements of a particular stock against the overall market in an attempt to predict the price movement of the security.

**Risks for all forms of analysis.** Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

### INVESTMENT STRATEGIES

Affinity's primary investment strategy used on client accounts is strategic asset allocation utilizing a core and satellite approach. This means that we use passively-managed index and/or exchange-traded funds as the core, and add actively-managed funds. Portfolios are globally diversified to control the risk associated with traditional markets.

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Each client executes an Investment Policy Statement that documents their objectives and their desired investment strategy.

In managing client accounts, we may also employ the following strategy(ies) provided that it is appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

**Long-term purchases.** We purchase securities with the idea of holding them in the client's account for a year or longer. Typically we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

**Short-term purchases.** When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

**Risk of Loss.** Clients should understand that investing in any securities, including mutual funds, involves a risk of loss of both income and principal. Furthermore, all investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Broadly speaking, investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

## **Item 9    Disciplinary Information**

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Our firm and our management personnel have no history of disciplinary events to disclose.

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

Affinity is not registered, nor does it have an application pending to register as a broker-dealer, futures commission merchant, commodity pool operator, or commodity trading advisor. Furthermore, none of our management persons are registered or have pending applications to become registered as any of the foregoing entities.

As required, any affiliated investment advisers are specifically disclosed in Section 7.A. on Schedule D of Form ADV, Part 1. (Part 1 of our Form ADV can be accessed by following the directions provided on the Cover Page of this Firm Brochure.)

Management personnel of our firm, in their individual capacities, are agents for various insurance companies. As such, these individuals are able to receive separate, yet customary commission compensation resulting from implementing product transactions on behalf of advisory clients. Clients, however, are not under any obligation to engage these individuals when considering implementation of advisory recommendations. The implementation of any or all recommendations is solely at the discretion of the client. Affinity, at its sole discretion, may reduce a client's advisory fee due by full or partial amount of the commission compensation received.

Clients should be aware that the receipt of additional compensation by Affinity and its management persons or employees creates a conflict of interest that may impair the objectivity of our firm and these individuals when making advisory recommendations. Affinity 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 collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- our firm's management conducts regular reviews of each client account to verify that all

recommendations made to a client are suitable to the client's needs and circumstances;

- we require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these 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, Participation or Interest in Client Transactions and Personal Trading**

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws. Affinity and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

Affinity's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to [greg@affinityinvestmentgroup.com](mailto:greg@affinityinvestmentgroup.com), or by calling us at 603.778.6436.

Affinity and individuals associated with our firm are prohibited from engaging in principal transactions and/or agency cross transactions.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees 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.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a client.

As these situations represent actual or potential conflicts of interest to our clients, we have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an advisory client.
2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
3. It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. This prevents such employees from benefiting from transactions placed on behalf of advisory accounts.
4. Our firm requires prior approval for any IPO or private placement investments by related persons of the firm.
5. We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his designee.
6. We have established procedures for the maintenance of all required books and records.
7. All clients are fully informed that related persons may receive separate commission compensation when effecting transactions during the implementation process.
8. Clients can decline to implement any advice rendered.
9. All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
10. We require delivery and acknowledgement of the Code of Ethics by each supervised person of our firm.
11. Any individual who violates any of the above restrictions may be subject to termination.

As disclosed in the preceding section of this Brochure (Item 10), a related person of our firm separately maintains an independent registered investment advisory firm for which he is separately licensed as an investment adviser representative. In addition, related persons are separately licensed as insurance agents/brokers of various insurance companies. Please refer to Item 10 for a detailed explanation of these relationships and important conflict of interest disclosures.

## **Item 12 Brokerage Practices**

We do not have any formal or informal soft-dollar arrangements and do not receive any soft-dollar benefits.

As our firm does not have the discretionary authority to determine the broker-dealer to be used or the commission rates to be paid, clients must direct Affinity as to the broker-dealer to be used. Affinity requests that clients direct us to place trades through TD Ameritrade. Affinity has evaluated TD Ameritrade and believes that it will provide our clients with a blend of execution services, commission costs and professionalism that will assist our firm to meet our fiduciary obligations to clients.

We reserve the right to decline acceptance of any client account for which the client directs the use of a

broker other than TD Ameritrade if we believe that this choice would hinder our fiduciary duty to the client and/or our ability to service the account. In directing the use of TD Ameritrade, it should be understood that Affinity will not have authority to negotiate commissions or to necessarily obtain volume discounts, and best execution may not be achieved. In addition, a disparity in commission charges may exist between the commissions charged to the client and those charged to other clients (who may direct the use of another broker).

Clients should note, while Affinity has a reasonable belief that TD Ameritrade is able to obtain best execution and competitive prices, our firm will not be independently seeking best execution price capability through other brokers. Not all advisers require clients to direct it to use a particular broker-dealer.

Because of the nature of our portfolio management services (i.e., Affinity principally utilizes mutual funds for the management of client assets), we rarely engage in block trading of client accounts. Blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as transaction costs are shared equally and on a pro-rated basis between all accounts included in any such block.

Affinity participates in the institutional customer program offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA/SIPC/NFA member. TD Ameritrade offers services to independent investment advisers which include custody of securities, trade execution, clearance and settlement of transactions. Accordingly, we recommend TD Ameritrade to our clients for custody and brokerage services. There is no direct link between our firm's participation in the program and the investment advice we give to our clients, although we receive economic benefits through our participation in the program that are typically not available to TD Ameritrade retail investors.

These benefits include the following products and services (provided without cost or at a discount): duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain Institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Affinity by third party vendors.

Some of the products and services made available by TD Ameritrade through the program may benefit Affinity but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. Clients should be aware, however, that the receipt of economic benefits by Affinity or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our recommendation of TD Ameritrade for custody and brokerage services.

## **Item 13    Review of Accounts**

### **PORTFOLIO MANAGEMENT**

**REVIEWS:** While the underlying securities within Individual Portfolio Management Services accounts are continually monitored, these accounts are reviewed at least quarterly. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

These accounts are reviewed by their respective account managers; either Gregory B. Gagne, the firm's Managing Member, CCO and/or investment adviser representative; Peter W. Willcox, Jr., Director of Operations. In certain circumstances these individuals will review accounts jointly.

**REPORTS:** In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, Affinity provides the Client with quarterly written statements of the assets in Client's account, the current market value, allocation, and performance data for the period. These reports are in an easy to read format that provides a view of the Client's total portfolio managed at Affinity.

### **FINANCIAL PLANNING SERVICES**

**REVIEWS:** While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Financial Planning clients unless otherwise contracted for.

**REPORTS:** Financial Planning clients will receive a completed financial plan. Additional reports will not typically be provided unless otherwise contracted for.

### **CONSULTING SERVICES**

**REVIEWS:** While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Consulting Services clients unless otherwise contracted for. Such reviews will be conducted by the client's account representative.

**REPORTS:** Consulting Services clients will not typically receive reports due to the nature of the service unless otherwise contracted for at the inception of the advisory engagement.

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

Affinity has been fortunate to receive many client referrals over the years. The referrals came from current clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. The firm does not compensate referring parties for these referrals.

Affinity does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to us.

### **OTHER COMPENSATION**

If a Client executes recommended insurance transactions through Gregory B. Gagne or Peter Willcox, Jr. in their individual capacities as independent insurance brokers; they will earn commissions which are separate and distinct from fees charged for advisory services. In some instances, and at Affinity's discretion, the firm can offset the amount of its advisory fee with respect to the additional compensation earned.

Our firm and/or our officers and representatives are also eligible to receive incentive awards (including prizes such as trips or bonuses) for recommending certain types of insurance policies or other investment products that we recommend.

While we endeavor at all times to put the interest of our clients first as part of our fiduciary duty, the possibility of receiving incentive awards creates a conflict of interest, and may affect the judgment of these individuals when making recommendations.

## **Item 15 Custody**

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that our firm directly debits advisory fees from client accounts.

As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

In addition to the periodic statements that clients receive directly from their custodians, we also send account statements directly to our clients on a quarterly basis. We urge our clients to carefully compare the information provided on these statements to ensure that all account transactions, holdings and values are correct and current.



## **Item 16 Investment Discretion**

As previously disclosed in Item 4 of this brochure, our firm does not provide discretionary asset management services; we manage client assets only on a non-discretionary basis. Therefore, we will obtain the client's approval before executing transactions in the client's account.

## **Item 17 Voting Client Securities**

As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm may provide investment advisory services relative to client investment assets, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Clients are responsible for instructing each custodian of the assets, to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

We may provide clients with consulting assistance regarding proxy issues if they contact us with questions at our principal place of business.

## **Item 18 Financial Information**

Under no circumstances do we require or solicit payment of fees in excess of \$1200 per client more than six months in advance of services rendered. As previously disclosed, Affinity does not accept discretionary authority for managing client accounts nor do we accept custody of client assets. Affinity is also required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. Affinity has no such financial circumstances to report. Accordingly, Affinity is not required to include a financial statement as part of this disclosure document.

Finally, Affinity has never been the subject of a bankruptcy petition.