



## **Archford Capital Strategies, LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: November 30, 2018**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Archford Capital Strategies, LLC (“Archford”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (618) 416-7085.

Archford is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through Archford to assist you in determining whether to retain Archford.

Additional information about Archford and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 164482.

#### **Archford Capital Strategies, LLC**

**13 Wolf Creek, Suite 2  
Swansea, IL 62226**

**11628 Old Ballas Road  
St. Louis, MO 63141**

**Phone: (618) 416-7085 \* Fax: (618) 416-7090**  
**[www.archfordcapital.com](http://www.archfordcapital.com)**

## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about Advisory Persons of Archford. For convenience, we have combined these documents into a single disclose document.

Archford believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Archford encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor has appointed Paul Alegnani as Chief Investment Officer.
- The Advisor has appointed Amanda White as the Chief Compliance officer and Jacob Hong as the Chief Operating Officer.
- The Advisor has revised its investment advisory services to offer Clients a cash management solution. Please see Item 4 and 5.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Archford.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 164482. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (618) 416-7085.

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## Item 4 – Advisory Services

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### A. Firm Information

Archford Capital Strategies, LLC (“Archford”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”), Archford is organized as a limited liability company (“LLC”) under the laws of the State of Delaware. Archford was founded in March 2013, and is owned and operated James D. Maher (Principal). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Archford.

The Advisor serves as a fiduciary to Clients, as defined under applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

### B. Advisory Services Offered

Archford offers investment advisory services to individuals, high net worth individuals, pension and profit sharing plans, charitable organizations, corporations and businesses in Illinois and other states (each referred to as a “Client”). It is Archford's mission to help its Clients incorporate clear, effective and comprehensive strategies designed to not only facilitate their finances, but their lives.

#### Investment Management Services

Archford provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary or non-discretionary investment management and consulting services. Archford works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to develop an investment strategy. Archford primarily allocates client assets among various independent investment managers (“Independent Managers”), mutual funds, exchange-traded funds (“ETFs”), individual debt and equity securities, Real Estate Investment Trusts (“REITs”), and options, as well as the securities components of variable annuities and variable life insurance contracts, in accordance with the investment objectives of its individual Clients. In addition, Archford may also recommend that Clients who qualify as accredited investors, as defined by Rule 501 of the Securities Act of 1933, invest in privately placed securities, which may include debt, equity and/or interests in pooled investment vehicles (e.g., hedge funds). Where appropriate, Archford may also provide advice about any type of legacy position or other investment held in Client portfolios.

*Market Participation Structured Product* - Another offering for Investment Management Services with Archford is through their Market Participation Structured Product (“MPSP”), through Certificates of Deposit or other structured products. Clients pursuing this product offering would sign an investment advisory agreement specifically for the MPSP products and the proceeds of the Client account[s] noted in the agreement are then invested into FDIC insured MPSPs, in accordance with the investment objectives of the Client.

*Held Away Assets* - Clients may also engage Archford to advise on certain investment products that are not maintained at their primary Custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). In these situations, Archford directs or recommends the allocation of Client assets among the various investment options available with the respective products. These assets are generally maintained at the underwriting insurance company or the custodian designated by the product's provider.

Archford's investment strategy is primarily long-term focused, but Archford may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Archford will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by Archford.

Archford evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Archford may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Archford may recommend specific positions to increase sector or asset class weightings. Archford may recommend employing cash positions as a possible hedge against market movement. Archford may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will Archford accept or maintain custody of a Client's funds or securities. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of Client investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices and Item 15 – Custody.

#### Managed Account Programs

Archford may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more unaffiliated money managers, or Independent Managers, participating in a managed accounts program at the Client's selected Custodian (the "Program Sponsor"). The Client will then enter into a program and investment advisory agreement with the Program Sponsor and the participating money manager[s]. Archford will assist and advise the Client in establishing investment objectives for the account[s], the selection of the money manager[s], and defining any restrictions on the account[s]. Archford will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of the unaffiliated money managers.

These money managers will develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such services, the Program Sponsor will charge a program fee that includes the investment advisory fee of the money managers, the administration of the program and trading, clearance and settlement costs. The Program Sponsor will add Archford's investment advisory fee (described below in Item 5) and will deduct the overall fee from the Client's account[s], generally at the start of each calendar quarter. The asset-based program fee is tiered and varies depending on the size of the account, the asset class of the underlying securities and the sub-advisor selected. The overall fee (including Archford's investment advisory fee) will not exceed 3% annually.

**Archford does not receive any compensation from these unaffiliated money managers or the Program Sponsor, other than Archford's investment advisory fee (described in Item 5).**

The Client, prior to entering into an agreement with a Program Sponsor, will be provided with the Program Sponsor's Form ADV Part 2A (or a brochure that makes the appropriate disclosures). In addition, Archford and its Client will agree in writing that that selected Program Sponsor will manage the Client's account[s] on a discretionary basis.

#### Financial Planning Services

Archford will typically provide a variety of financial planning services to Clients either on an ongoing or hourly basis, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client's financial situation.

While financial planning is available on a stand-alone basis, it may also be rendered in conjunction with investment management services as part of a comprehensive wealth management engagement. In performing these services, Archford is not required to verify any information received from the Client or from the Client's other professionals (e.g., attorneys, accountants, etc.) and is expressly authorized to rely on such information.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or

revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Archford may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, Archford will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, Archford may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Archford may recommend the services of its Supervised Persons, in their individual capacities as insurance agents or registered representatives of a broker-dealer, and/or other professionals to implement its recommendations. Financial planning and consulting recommendations may pose a potential conflict between the interests of Archford and the interests of the Client. For example, a recommendation to engage Archford for investment management services or to increase the level of investment assets with Archford would pose a conflict, as it would increase the advisory fees paid to Archford. Clients are not obligated to implement any recommendations made by Archford or maintain an ongoing relationship with Archford. If the Client elects to act on any of the recommendations made by Archford, the Client is under no obligation to implement the transaction through Archford.

#### Retirement Plan Advisory Services

Archford provides non-discretionary (under ERISA 3(21)) and discretionary (under ERISA 3(38)) services to retirement plans advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"), pursuant to the terms of the retirement plan advisory agreement. Archford's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

Certain of these services are provided by Archford serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Archford's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

#### **C. Client Account Management**

Prior to engaging Archford to provide investment advisory services, each Client is required to enter into one or more agreements with Archford that define the terms, conditions, authority and responsibilities of Archford and the Client. These services may include:

- Establishing an Investment Strategy – Archford, in connection with the Client, will develop an investment statement that seeks to achieve the Client's investment goals and objectives taking into consideration the Client's financial situation, time horizon and tolerance for risk.
- Asset Allocation – Archford will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Archford will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Archford will provide investment management and ongoing oversight of the Client's investment portfolio.

## D. Wrap Fee Programs

Archford does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Archford.

## E. Assets Under Management

As of December 31, 2017, Archford manages the following assets:

Discretionary Assets	\$595,063,289
Non-Discretionary Assets	100,070,129
<b>Total Assets Under Management</b>	<b>\$695,133,418</b>

Clients may request more current information at any time by contacting Archford.

## Item 5 – Fees and Compensation

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The following paragraphs detail the fee structure and compensation methodology for services provided by Archford. Each Client engaging Archford for services described herein shall be required to enter into one or more agreements with Archford.

### A. Fees for Advisory Services

#### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior quarter. Investment advisory fees range from 0.75% to 2.00% annually based on several factors, including, the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with Archford.

*Market Participation Structured Product* - Investment advisory fees for MPSP are up to 0.25% of the average daily balance of the Client's account[s], payable at the end of each quarter. MPSP's that are based on Certificates of Deposit[s] will have fees that are capped by Archford at the lesser of 0.25% or the available cash in the account generated from the coupon payments of the MLSP[s]. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

*Held Away Assets* - Archford generally requires a minimum annual fee of \$1,000. Fees for advising outside accounts, such as a 401(k), may be offered as a fixed fee, separate from the investment advisory fee above.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of Archford. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Archford will be independently valued by the Custodian. Archford will not have the authority or responsibility to value portfolio securities.

#### Managed Accounts Programs

Fees for Clients participating in managed accounts programs may include Archford's investment advisory fee above plus the Program Sponsor's Fee or be billed separately.

#### Financial Planning Services

Archford offers financial planning services on an hourly basis at a rate of up to \$350 per hour or on an ongoing basis for an annual fee of up to \$20,000. Fees may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total hours and/or costs will be determined prior to engaging for these services. Quarterly fees are billed quarterly in advance of services being provided. The quarterly fee in the first quarter of service is prorated from the inception date of the engagement to the end of the first quarter.



Fees are determined after considering many factors, such as the level and scope of the services. Generally, Archford will collect the balance due upon completion of the engagement deliverable[s], but may require up to one-half (50%) of the financial planning fee upon execution of the financial planning agreement and the balance due at the time the financial plan is delivered or the underlying services are rendered to completion, not to exceed six (6) months. If the Client engages Archford for additional investment advisory services, Archford may offset all or a portion of its fees for those services based upon the amount paid for the financial planning services.

#### Retirement Plan Advisory Services

Fees for retirement plan services are generally billed at an annual rate ranging from 1.00% to 0.25%. The retirement plan advisory fees are payable quarterly, in advance of each calendar quarter, based on the fair market value of Plan assets at the end of the prior quarter. The Advisory fee in the first quarter of service is prorated from the effective date of the agreement to the end of the first quarter.

Archford's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, Archford shall not receive any portion of these commissions, fees, and costs.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by Archford or its delegate and deducted from the Client's account[s] at the Custodian. Archford or its delegate shall invoice or instruct the Custodian as to the amount to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Archford at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting Archford to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

*Market Participation Structured Product* – For MPSP, the annual rate is charged monthly based upon the market value of the average daily account balance. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly.

#### Managed Accounts Programs

Clients participating in a managed accounts program or referred to unaffiliated money managers or investment advisors will be billed in accordance to the investment advisory agreement with the respective Program Sponsor or advisor. Program Sponsors will add Archford's investment advisory fee and deduct the overall fee from the Client's account[s]. In situations where a Client is referred to an unaffiliated investment advisor, the investment advisor will collect its fee and compensate Archford out of its fee. Details are described in Item 14 below.

#### Financial Planning Services

Hourly financial planning fees are invoiced monthly in arrears and due upon receipt. Ongoing financial planning fees are invoiced by Archford quarterly, in advance of each quarter, and due upon receipt.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services will either be deducted from the account[s] of the Plan Participants or paid by the Plan Sponsor, depending on the terms of the agreement with the Plan and Plan Sponsor. Archford shall send an invoice to the Plan Sponsor, as applicable, indicating the fees to be deducted from the Plan Participant Accounts at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total retirement plan assets under management with Archford at the end of each quarter.

#### Participant Accounts

Certain Clients may have defined contribution and other accounts that are advised on a non-discretionary basis. These accounts are typically billed at a reduced fixed annual rate based on the value of the Client's account[s].



These fees are described in the agreement between Archford and the Client based on the scope of services and the frequency of reviews.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than Archford, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian and fees charged by Independent Managers. The investment advisory fee charged by Archford is separate and distinct from these custody and execution fees.

In addition, all fees paid to Archford for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Archford, but would not receive the services provided by Archford which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Archford to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

### **D. Advance Payment of Fees and Termination**

#### Investment Management Services

Archford is compensated for its services either in advance of the quarter, before investment management services are rendered or at the end of the quarter, after investment management services are rendered. Either party may request to terminate the investment advisory agreement with Archford, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing Archford's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Archford will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's wealth investment advisory agreement with Archford is non-transferable without the Client's prior consent.

#### Managed Accounts Programs

In the event that a Client should wish to terminate their relationship with a managed accounts program or unaffiliated investment advisor, the terms for termination will be set forth in the respective agreements between the Client and those third parties. Archford will assist the Client with the termination and transition as appropriate.

#### Financial Planning Services

Archford is compensated for ongoing financial planning services at the beginning of the quarter, before advisory services are rendered. Ongoing financial planning shall remain in force for one year from the effective date of the agreement. After the first year of service, the agreement will continue in force until either party terminates the agreement, by written notice to the other party, which may be provided at any time after the first year of service. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client.

Archford also offers financial planning on an hourly basis. In such instances, Archford is compensated one month in arrears, after financial planning services are rendered. Either party may terminate a financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate.

The Client's financial planning agreement with Archford is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

Archford is compensated for its retirement plan advisory services in advance of the quarter, before advisory services are rendered. Either party may request to terminate their services with Archford, at any time, by providing advance written notice 90 days in advance of the effective date of termination. Upon termination, Archford will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with Archford is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales or Recommendations of Securities**

Archford does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above. However, certain Advisory Persons may earn additional compensation as described below.

#### Broker-Dealer Affiliation

Certain Advisory Persons of Archford are registered representatives of Purshe Kaplan Sterling Investments, Inc. ("PKS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a registered representative of PKS, an Advisory Person may implement securities transactions under PKS and not through Archford. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to Archford's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client's needs. This conflict is mitigated in two ways. First, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Second, Archford will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our Advisory Persons. Please see Item 10.

#### Insurance Agency Affiliations

Certain Advisory Persons may also be licensed as independent insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Archford. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because these Advisory Persons may have an incentive to recommend insurance products to the Client for the purpose of generating commissions rather than solely based on the Client's needs. However, the Client is under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with Archford. Please see Item 10.

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

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Archford does not charge performance-based fees for its investment advisory services. The fees charged by Archford are as described in Item 5 – Fees and Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client.

#### **Item 7 – Types of Clients**

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Archford offers investment advisory services to individuals, high net worth individuals, pension and profit sharing plans, charitable organizations, corporations and businesses. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor.

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

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##### **A. Methods of Analysis**

Archford primarily employs fundamental and technical analysis methods in developing investment strategies for its Clients, while employing an asset allocation strategy loosely based on Modern Portfolio Theory ("MPT"). Research and analysis from Archford is derived from numerous sources, including financial media companies,

third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps Archford in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. Archford monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on Archford's review process are included below in "Item 13 – Review of Accounts".

As noted above, Archford generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Archford will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Archford may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Archford will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help Archford in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. Archford monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on Archford's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. Archford shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform Archford of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. Archford will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Clients should also consider the following risks:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### ETF Risks

The performance of an ETF is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### Mutual Fund Risks

The performance of a mutual fund is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

### Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

### Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

### Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

### Managed Accounts

Archford may recommend the use of Independent Managers. In these situations, Archford continues to do ongoing due diligence of such managers, but such recommendations rely to a great extent on the Independent Managers' ability to successfully implement their investment strategies. In addition, Archford generally may not have the ability to supervise the Independent Managers on a day-to-day basis.

### Private Collective Investment Vehicles

Archford recommends that certain clients invest in privately placed collective investment vehicles (e.g., hedge funds, private equity funds, etc.). The managers of these vehicles have broad discretion in selecting the investments. There are few limitations on the types of securities or other financial instruments that may be traded and no requirement to diversify. Hedge funds may trade on margin or otherwise leverage positions, thereby potentially increasing the risk to the vehicle. In addition, because the vehicles are not registered as investment companies, there is an absence of regulation. There are numerous other risks in investing in these securities. Clients should consult each fund's private placement memorandum and/or other documents explaining such risks prior to investing.

### Real Estate Investment Trusts (REITs)

Archford may recommend an investment in, or allocate assets among, various real estate investment trusts ("REITs"), the shares of which exist in the form of either publicly traded or privately placed securities. REITs are collective investment vehicles with portfolios comprised primarily of real estate and mortgage related holdings. Many REITs hold heavy concentrations of investments tied to commercial and/or residential developments, which inherently subject REIT investors to the risks associated with a downturn in the real estate market. Investments linked to certain regions that experience greater volatility in the local real estate market may give rise to large fluctuations in the value of the vehicle's shares. Mortgage related holdings may give rise to additional concerns pertaining to interest rates, inflation, liquidity and counterparty risk.

### Certificates of Deposit (CDs)

Each certificate of deposit ("CD") is a deposit obligation of a depository institution domiciled in the United States or one of its territories (an "Issuer"), the deposits and accounts of which are insured by the Federal Deposit Insurance Corporation (the "FDIC") within the limits described below. Each CD constitutes a direct obligation of the Issuer and is not, either directly or indirectly, an obligation of Archford. Archford does not guarantee in any way the financial condition of any Issuer or the accuracy of any financial information provided by the Issuer. The

CDs of any one Issuer that you may purchase will be eligible for FDIC insurance up to \$250,000 (including principal and accrued interest) for each insurable capacity (e.g., individual, joint, IRA, etc.). For purposes of the \$250,000 federal deposit insurance limit, you must aggregate all deposits that you maintain with the Issuer in the same insurable capacity, including deposits you hold directly with an Issuer and deposits you hold through other intermediaries.

#### Concentrated Portfolios

Concentrated portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Concentrated portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic price swings. In addition, the rise or drop in price of any given holding in the portfolio is likely to have a larger impact on portfolio performance, than a more broadly diversified portfolio.

#### Management Through Similarly Managed “Model” Accounts

Archford manages certain accounts through the use of similarly managed “model” portfolios, whereby the firm allocates all or a portion of its Clients’ assets among various stocks, exchange trade funds (ETF), and mutual funds and/or other securities on a discretionary basis using one or more of its model investment strategies, including a proprietary debt strategy. In managing assets through the use of models, Archford remains in compliance with the safe harbor provisions of Rule 3a-4 of the Investment Company Act of 1940.

The strategy used to manage a model portfolio may involve an above average portfolio turnover that could negatively impact clients’ net after tax gains. While the firm seeks to ensure that clients’ assets are managed in a manner consistent with their individual financial situations and investment objectives, securities transactions affected pursuant to a model investment strategy are usually done without regard to a client’s individual tax ramifications. Clients should contact Archford if they experience a change in their financial situation or if they want to impose reasonable restrictions on the management of their accounts.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with Archford.**

### **Item 9 – Disciplinary Information**

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#### **There are no legal, regulatory or disciplinary events involving Archford or any of its Supervised Persons.**

Archford values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider in which you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 164482.

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

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#### Broker-Dealer Affiliation

As noted in Item 5.E, certain Advisory Persons are also registered representatives of PKS. In one’s separate capacity as a registered representative, an Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Archford or its Advisory Persons. Neither Archford nor Advisory Persons will earn ongoing investment advisory fees in connection with any services implemented in an Advisory Persons’ separate capacity as a registered representative.

#### Insurance Agency Affiliations

As noted in Item 5.E, certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one’s role with Archford. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may



cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or Archford.

#### Demand Deposit Marketplace

Archford and its Advisory Persons may refer clients to the Demand Deposit Marketplace Program ("DDM Program"), operated by Stable Custody Group II, LLC, with administrative assistance from Reich & Tang Deposit Solutions, LLC. Archford may receive compensation for client participation in the DDM Program, such as a percentage of the fee income generated through the DDM Program. A recommendation by Archford that a client participate in the DDM Program presents a conflict of interest, as the receipt of related compensation may provide an incentive to recommend the product based on such compensation, rather than on a particular client's need. No client is under any obligation to purchase any products or services recommended by the Advisor or its representatives. Clients are reminded that they may purchase or select other potentially similar products or services recommended by Archford through parties from which Archford does not stand to receive any additional benefit or compensation.

#### Use of Independent Managers

As noted in Item 4, Archford may select unaffiliated money managers to assist with the implementation of a Client's investment strategy. In such arrangements, Archford will receive a portion of the investment advisory fees collected by the unaffiliated money managers from the Client. Archford will not charge its own investment advisory fee for assets referred to an unaffiliated money manager.

#### 4J Technologies, LLC

Archford engages the technology affiliate services of 4J Technologies, LLC ("4J"), a non-registered consulting firm. 4J also licenses certain components of its intellectual capital to Archford. As part of this relationship, Archford employees may, in turn, provide services to 4J.

#### Archford Consulting, LLC

Certain Advisory Persons of Archford may also serve as employees of Archford Consulting, LLC. Archford Consulting is a non-advisory consulting business that assists businesses and high net worth individuals with non-advisory support services. Clients of Archford may be offered the services of Archford Consulting.

#### Relationship with Dynasty Financial Partners, LLC

Archford maintains a business relationship with Dynasty Financial Partners, LLC ("Dynasty"), which provides Archford with operational and back office support including access to a network of service providers. Through the Dynasty network of service providers, Archford has access to trading technology, transition support, reporting, custody, brokerage, investments, compliance and other related services. Archford may also engage and/or recommend Dynasty's subsidiary, Dynasty Wealth Management LLC, a registered investment adviser, to clients for certain outsourced investment services, such as separate account management, asset allocation strategies and externally managed investment programs. While Archford believes this open architecture structure for both operational and investment services best serves the interests of its advisory clients, this relationship may potentially present certain conflicts of interest due to the fact that Dynasty retains a portion of the platform or other third-party fees paid by Archford or clients for the services referenced above. In light of the foregoing, Archford seeks at all times to ensure that any material conflicts are addressed on a fully-disclosed basis and handled in a manner that is aligned with its Clients' best interests. Archford does not receive any portion of the fees paid directly to Dynasty, its affiliates or the service providers made available through Dynasty's platform. In addition, Archford reviews all such relationships, including the service providers engaged through Dynasty, on an ongoing basis in an effort to ensure clients are receiving competitive rates in relation to the quality and scope of the services provided.

#### Relationship with The Tedrick Group

Archford works with The Tedrick Group, a center of influence that sells a variety of insurance products. Archford and The Tedrick Group split revenue based off a percentage of the transaction. This may cause a conflict of interest in recommending products of The Tedrick Group. Clients are under no obligation to implement any recommendations made by Archford.

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

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### **A. Code of Ethics**

Archford has implemented a Code of Ethics (the “Code”) that defines our fiduciary commitment to each Client. This Code applies to all persons subject to Archford’s compliance program (our “Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Archford and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Archford Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (618) 416-7085.

### **B. Personal Trading with Material Interest**

Archford allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Archford does not act as principal in any transactions. In addition, Archford does not act as the general partner of a fund, or advise an investment company. Archford does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

Archford allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons with access to client information (our “Access Persons”) may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Archford requiring reporting of personal securities trades by its Access Persons for review by the Chief Compliance Officer (“CCO”). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While Archford allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Archford, or any Supervised Person of Archford, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

Archford does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize Archford to direct trades to the Custodian as agreed in the investment advisory agreement. Further, Archford does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Archford does not exercise discretion over the selection of the Custodian, Archford will typically recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian and will not incur any extra fee or cost associated with using a Custodian not recommended by Archford. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Archford may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation and/or location of the Custodian’s offices. Archford typically recommends that Clients establish accounts at TD Ameritrade Institutional, a division of TD Ameritrade, Inc. (“TD Ameritrade”) or Pershing LLC (“Pershing”). TD Ameritrade and Pershing are independent and unaffiliated SEC-registered broker-dealers and members FINRA/SIPC. TD Ameritrade and



Pershing offer to independent investment Advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from TD Ameritrade and Pershing through its participation in the program. TD Ameritrade and Pershing will serve as the Client's "qualified custodian". Please see Item 14 below.

Following are additional details regarding the brokerage practices of Archford:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. Archford does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, Archford does receive certain economic benefits through its participation in the Institutional Platforms. Please see Item 14.

**2. Brokerage Referrals** - Archford does not receive any compensation from any third-party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Archford will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian, unless otherwise authorized by the Client. Archford will not engage in any principal transactions (i.e., trade of any security from or to Archford's own account) but may engage in cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Archford will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian. While Archford generally does not assume brokerage discretion, Archford may assume brokerage discretion for certain fixed income trades. In all instances, the custody of the Client's assets will remain with the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Archford will execute its transactions through the Custodian as directed by the Client, unless otherwise instructed by the Client. Archford may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Archford. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A. above, each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Archford if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. Archford may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

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### **A. Compensation Received by Archford**

Archford may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Archford may receive referrals of new Clients from a third-party.

#### Managed Accounts

Archford may refer Clients to unaffiliated money managers, as detailed in Item 4. In such arrangements, Archford has a potential conflict of interest in that Archford will receive a portion of the unaffiliated money manager's fee collected from the Client for the referral of the Client and the ongoing relationship management support provided by Archford. To mitigate this conflict of interest, Archford will not charge investment advisory fees on assets referred to an unaffiliated manager under such arrangements.

#### Participation in Institutional Advisor Platform – TD Ameritrade

As disclosed under Item 12, above, the Advisor participates in TD Ameritrade's institutional customer program and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

#### Participation in Institutional Advisor Platform – Pershing

The Advisor has established institutional relationships with Pershing to assist the Advisor in managing Client account[s]. Access to the Pershing's Institutional platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Pershing. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Pershing: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

#### Other Compensation

As noted in Item 10, certain Advisory Persons of Archford are also licensed insurance professionals. Archford may also be provided with access to tools and technology by investment and insurance product providers at no cost or reduced cost to Archford. While there is no requirement to use the investment or insurance products offered by these entities, Archford may have an incentive to use certain products to maintain access to these tools and technology. Archford may also receive a fee for referrals of a Client to an insurance agent.

Archford may also receive compensation from product sponsors or service providers for educational seminars hosted or co-hosted by Archford and those product or service providers. While there is no requirement to use the products or services provided by these providers, Archford may have an incentive to use certain products or services to maintain sponsorship for these educational seminars.

Clients and prospective clients should review Item 10 for information about parties the Advisor may refer clients to and additional compensation the Advisor may receive from these parties.

#### **B. Client Referrals from Solicitors**

If a Client is introduced to Archford by either an unaffiliated solicitor (herein the "Solicitor"), Archford may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940 as well as any applicable state securities regulations. Referral fees are paid solely from Archford's investment advisory fees and does not result in any additional charges or higher fees to the Client. The Solicitor will provide the Client with a copy of Archford's Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

#### **Item 15 – Custody**

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Archford does not accept or maintain custody of any Client accounts, except for the authorized deduction of Archford's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Archford to utilize the Custodian for the Client's security transactions. Archford encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

#### **Item 16 – Investment Discretion**

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Archford generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Archford. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Archford will be in accordance with each Client's investment objectives and goals.

#### **Item 17 – Voting Client Securities**

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Archford does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. Archford will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

### **Item 18 – Financial Information**

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Neither Archford, nor its management, has any adverse financial situations that would reasonably impair the ability of Archford to meet all obligations to its Clients. Neither Archford, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. Archford is not required to deliver a balance sheet along with this Disclosure Brochure as Archford does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

## Privacy Policy

Effective Date: November 30, 2018

### Our Commitment to You

Archford Capital Strategies, LLC ("Archford" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Archford (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Archford does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> Archford does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Archford or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> Archford does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (618) 416-7085.