



## **SevenBridge Financial Group, LLC**

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

**Effective: August 28, 2018**

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of SevenBridge Financial Group, LLC ("SevenBridge" or the "Advisor"). If you have any questions about the contents of this Disclosure Brochure, please contact us at (717) 775-8662 or by email at [info@sevenbridgefinancial.com](mailto:info@sevenbridgefinancial.com).

SevenBridge 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 about SevenBridge to assist you in determining whether to retain the Advisor.

Additional information about SevenBridge and its advisory persons are 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# 281037.

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## 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 personnel of SevenBridge.

SevenBridge 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. SevenBridge 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:

- The Advisor offers family office services. 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 SevenBridge.

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# 281037. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (717) 775-8662.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

SevenBridge Financial Group, LLC (“SevenBridge” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”), which is organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Pennsylvania. SevenBridge was founded in August 2015, and is owned and operated by Charles R. Eberly (Managing Partner and Chief Compliance Officer) and Lawrence J. DeFluri (Managing Partner). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by SevenBridge.

The Advisor acts as a fiduciary to Clients, as defined under applicable laws and regulations. As such, each recommendation made as part of the advisory services are based on the belief that the recommendation is in the Client's best interest. Our fiduciary commitment to each Client 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**

SevenBridge provides investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations, retirement plans, and businesses (each referred to as a “Client”).

#### Wealth Management Services

SevenBridge may provide Clients with wealth management services, which generally include a broad range of comprehensive financial planning and consulting services as well as discretionary management of investment portfolios. These services are described below.

#### Investment Management Services

SevenBridge provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. SevenBridge works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation. SevenBridge will then develop a “core-satellite” investment strategy for each Client portfolio. The “core” of a portfolio comprises investments that are financially sound, well-managed and globally based with additional focus on generating a strong and growing dividend stream. “Satellite” positions complement the “core” by adding either stability or the potential for growth.

SevenBridge primarily allocates Client assets among various individual debt and equity securities, as well as certain mutual funds, exchange-traded funds (“ETFs”), and independent investment managers (“Independent Managers”) in accordance with their stated investment objectives. For Clients with smaller accounts and retirement plans, SevenBridge allocates (or recommends the assets be allocated where the Advisor is not directly managing the assets) primarily among various mutual funds and ETFs. For certain Clients, SevenBridge may employ stock option strategies to enhance and/or develop income by selling puts and calls on existing cash and stock positions, respectively. In addition, SevenBridge sometimes utilizes options to protect account holdings via long put positions and zero-cost collars. SevenBridge work with options is customized to the particular needs of each Client.

SevenBridge’s investment strategies are primarily long-term focused, but the Advisor 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. SevenBridge 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 the Advisor.

SevenBridge evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. SevenBridge may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market

movement. SevenBridge 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.

SevenBridge will provide wealth management and related services. At no time will SevenBridge accept or maintain custody of a Client's funds or securities, except for authorized deduction of the Advisor's fees. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client wealth management agreement.

*Donor Advised Fund Services* - The Advisor provides the Schwab Charitable Donor Advised Fund ("DAF") to Clients via Schwab Charitable, a web-based interface and administrative solution for charitable giving to philanthropic vehicles via the Schwab Charitable Fund ("SCF"), an IRS approved philanthropic vehicle established for the purpose of managing charitable donations contributed by or on behalf of donor clients. The DAF allows the Advisor to actively manage assets that have been donated to and are owned by SCF, while charging an investment management fee. The Advisor's DAF participation is in conjunction with approval by the SCF Investment Committee for the Advisor to operate as an advisory manager on the platform. The Schwab Charitable Fund is an independent company and unaffiliated with the Advisor.

*Use of Independent Managers* - SevenBridge may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portfolio of a Client's investment portfolio. In such instances, the Client will then enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. SevenBridge may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. SevenBridge will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated money manager[s] or investment advisor[s], will be provided with the advisor's Form ADV 2A (or a brochure that makes the appropriate disclosures).

#### Financial Planning Services

SevenBridge will typically provide a variety of financial planning services to individuals and families, 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 business planning, investment planning, retirement planning, insurance planning, personal savings, education savings, cash flow forecasting, large purchase planning, charitable giving, tax planning, trust/estate planning and other areas of a Client's financial situation.

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. SevenBridge may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor 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.

Financial planning recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the

recommendations made by the Advisor, the Client is under no obligation to execute the transaction through the Advisor.

#### Family Office Services

SevenBridge also offers ongoing family office services to Clients. Generally, such family office services include:

- Business consulting services, including business transaction support services including coordination of the transaction advisory teams (banks, legal, auditors, tax accountants), due diligence support, and post close accounting support;
- Coordination and oversight of personal tax planning including estate planning, trusts and foundations, residential and lifestyle management, insurance;
- Ongoing evaluation of personal investments and direct outside investments and coordination of related tax planning;
- Ongoing corporate and/or family governance support;
- Consolidated investment reporting; and
- Investment management services, including, quarterly meetings to review your current portfolio, structure, allocation, and strategies, written investment plans to be reviewed at each meeting, cash flow planning, risk management planning and ongoing maintenance of financial positions and related recommendations.

#### Retirement Plan Advisory Services

Plan Sponsors may engage SevenBridge to serve as a 3(38) Fiduciary to company retirement plans (the "Plan") and assume investment discretion over the Plan. In such instances, the Plan Sponsor shall authorize this discretion to select and implement the Plan investment options. Services generally include:

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

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

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

- Establishing an Investment Strategy – SevenBridge, in connection with the Client, will develop an investment strategy that seeks to achieve the goals of the Client.
- Asset Allocation – SevenBridge 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 – SevenBridge will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – SevenBridge will provide investment management and ongoing oversight of the Client's investment portfolio.

#### **D. Wrap Fee Programs**

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

#### **E. Assets Under Management**

As of December 31, 2017, SevenBridge manages \$257,190,000 in Client assets, all of which are on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of SevenBridge and the Client.

### **A. Fees for Advisory Services**

#### Wealth Management Services

For Clients engaged for comprehensive wealth management services, the Client will be charged a single combined fee for investment management and financial planning services. Wealth management services are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the wealth management agreement. Fees are based on the market value of assets under management at the end of the prior calendar quarter, and range from 0.80% to 1.25% based on the following schedule:

Assets Under Management	Annual Rate
Up to \$500,000	1.25%
\$500,001 to \$1,000,000	1.10%
\$1,000,001 to \$2,000,000	1.00%
Above \$2,000,000	0.80%

The wealth management 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 the Advisor. The Advisor may, in its sole discretion, charge a lesser fee based upon certain criteria, such as anticipated future earning capacity, anticipated future assets to be managed, related accounts, account composition, and other factors. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by SevenBridge will be independently valued by the Custodian. SevenBridge will not have the authority or responsibility to value portfolio securities.

#### Investment Management Services

SevenBridge may also offer investment management as a stand-alone service. Investment management fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment management agreement. Fees are based on the market value of assets under management at the end of the prior calendar quarter, and range from 0.65% to 1.10% based on the following schedule:

Assets Under Management	Annual Rate
Up to \$500,000	1.10%
\$500,001 to \$1,000,000	0.95%
\$1,000,001 to \$2,000,000	0.85%
Above \$2,000,000	0.65%

The investment management 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 the Advisor. The Advisor may, in its sole discretion, charge a lesser fee based upon certain criteria, such as anticipated future earning capacity, anticipated future assets to be managed, related accounts, account composition, and other factors. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by SevenBridge will be independently valued by the Custodian. SevenBridge will not have the authority or responsibility to value portfolio securities.

The Client may make additions to and withdrawals from their account[s] at any time, subject to SevenBridge's right to terminate an account. Additions may be in cash or securities provided that SevenBridge reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to SevenBridge, subject to the usual and customary securities settlement



procedures. However, SevenBridge designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. SevenBridge may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], the Advisor's fee will be adjusted in the next billing period to reflect the fee difference. The Advisor may negotiate a fee that differs from the schedule above for certain account[s] or holdings. Additionally, fees with respect to certain Client holdings (e.g., held-away assets, accommodation accounts, alternative investments, etc.), may be offered a fee rate that differs from the range set forth above.

#### Use of Independent Managers

For Clients referred to the unaffiliated investment advisor by the Advisor, the Client's fee may be separately billed or deducted from the Client's account[s] by the Independent Manager[s] or Investment Platform[s].

#### Financial Planning Services

SevenBridge offers financial planning for a fixed fee engagement ranging from \$5,000 to \$25,000, which may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total costs will be provided to the Client prior to engaging for planning and consulting services.

#### Family Office Services

SevenBridge offers family office services for a fixed annual fee ranging up to \$50,000, which may be negotiable depending on the nature and complexity of each Client's circumstances.

Additionally, family office Clients with assets under management will be charged a fee based on the market value of assets under management at the end of the prior calendar quarter. Fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the family office services agreement. Fees are based on the following schedule:

Assets Under Management	Annual Rate
First \$5,000,000	0.60%
Over \$5,000,000	0.50%

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 0.50. Fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees range are generally based on the following schedule:

Assets Under Management	Annual Rate
Up to \$5,000,000	0.50%
\$5,000,001 to \$10,000,000	0.30%
Over \$10,000,000	0.20%

The Advisor'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, the Advisor shall not receive any portion of these commissions, fees, and costs. Fees may be negotiable depending on the size of the Plan and the services to be provided. Certain existing Clients may have fee schedules that differ from the schedule below.

### **B. Fee Billing**

#### Wealth Management Services / Investment Management Services

Wealth management and investment management fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees 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 SevenBridge at the end of the prior quarter. Clients will be provided with a statement, at least



quarterly, from the Custodian reflecting deduction of these fees. 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 SevenBridge to be paid directly from their accounts held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Financial planning fees are generally invoiced up to fifty percent (50%) upon execution of the financial planning agreement. The balance is due upon the completion of the engagement deliverable[s]. The Advisor does not take receipt of advance fees of \$1,200 or more for services to be rendered six months or more in advance.

#### Use of Independent Managers

For Clients referred to the Advisor by an unaffiliated investment advisor, the Client's fee will be deducted from the Client's account[s] by the respective managers. SevenBridge will not receive any additional compensation for assets placed with an unaffiliated investment advisor.

#### Family Office Services

Family office fees are payable quarterly in advance and will be calculated by the Advisor or its delegate and either invoiced directly to the Client or deducted from the Client's account[s] at the Custodian.

#### Retirement Plan Advisory Services Fees

Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

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

Clients may incur certain fees or charges imposed by third parties, other than SevenBridge, 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 executing broker-dealer [if separate]. The wealth management fee charged by SevenBridge is separate and distinct from these custody and execution fees.

In addition, all fees paid to SevenBridge for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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 could invest in these products directly, without the services of SevenBridge, but would not receive the services provided by SevenBridge 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 SevenBridge to fully understand the total fees to be paid.

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

#### Wealth Management Services / Investment Management Services / Family Office Services

SevenBridge is compensated for its wealth management, investment management and family office services in advance of the quarter in which advisory services are rendered. Either party may terminate the wealth management investment management, or family office services agreement with SevenBridge, at any time, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's wealth management, investment management or family office services agreement with the Advisor is non-transferable without the Client's prior consent.

#### Financial Planning Services

SevenBridge may be partially compensated for its financial planning services in advance of the engagement. Either party may terminate a planning agreement at any time by providing written notice to the other party. In addition, the Client may terminate the agreement within five (5) days of signing the Advisor's financial planning or consulting

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 the percentage of the engagement completed at the time of termination and the Advisor will refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

SevenBridge is compensated for its retirement plan advisory services in advance of the quarter in which services are rendered. Either party may request to terminate the agreement with SevenBridge, at any time, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. Upon termination, any unearned, prepaid fees will be refunded. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. SevenBridge will assist the Client with the termination and transition as appropriate.

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

SevenBridge does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

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SevenBridge does not charge performance-based fees for its investment advisory services. The fees charged by SevenBridge 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.

SevenBridge does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

#### **Item 7 – Types of Clients**

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SevenBridge provides investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations, retirement plans, and businesses. The relative percentage of each type of Client is available on SevenBridge's Form ADV Part 1. These percentages will change over time. SevenBridge generally does not impose a minimum size for establishing a relationship, but certain investment strategies or unaffiliated managers do impose minimums.

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

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

Sevenbridge's utilizes a combination of analysis methods, including fundamental, technical, cyclical and behavioral methods.

Fundamental analysis involves the fundamental financial condition and competitive position of a company. Sevenbridge will analyze the financial condition, capabilities of management, earnings, new products and services, as well as the company's markets and position amongst its competitors in order to determine the recommendations made to Clients. The primary risk in using fundamental analysis is that while the overall health and position of a company may be good, market conditions may negatively impact the security.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to Clients. Technical analysis may involve the use of charts and charting methods to identify market patterns and trends which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict

such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Sevenbridge will be able to accurately predict such a reoccurrence. Sevenbridge primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from SevenBridge 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.

Cyclical analysis is similar to technical analysis in that it involves the assessment of market conditions at a macro (entire market or economy) or micro (company specific) level, rather than focusing on the overall fundamental analysis of the health of the particular company that SevenBridge is recommending. The risks with cyclical analysis are similar to those of technical analysis.

Behavioral finance analysis involves an examination of conventional economics as well as behavioral and cognitive psychological factors. Behavioral finance methodology seeks to combine a qualitative and quantitative approach to provide explanations for why individuals may, at times, make irrational financial decisions. Where conventional financial theories have failed to explain certain patterns, the behavioral finance methodology investigates the underlying reasons and biases that cause some people to behave against their best interests. The risks relating to behavior finance analysis are that it relies on spotting trends in human behavior that may not predict future trends.

## **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. SevenBridge 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.

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 the Advisor 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. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor'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. The Advisor 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 the Advisor 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. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Please see additional risk considerations below.

### 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 ETFs are subject to market risk, including the possible loss of principal. The value of the ETFs will fluctuate with the value 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 has a large bid-ask spread and low volume. The price of an ETF fluctuates based upon the market movements and may not track the true price of the underlying investment. An ETF purchased at one point in the day may have a different price than the same ETF purchased a short time later.

#### Bond ETFs

Bond ETFs are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

#### Mutual Fund Risks

The performance of mutual funds are subject to market risk, including the possible loss of principal. The value 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.

#### Margin Borrowing

While the use of margin borrowing can substantially improve returns, it may also increase overall portfolio risk. Margin transactions are generally effected using capital borrowed from a financial institution, which is secured by a Client's holdings. Under certain circumstances, the Custodian may demand an increase in the underlying collateral. If the Client is unable to provide the additional collateral, the Custodian may liquidate account assets to satisfy the Client's outstanding obligations, which could have extremely adverse consequences. In addition, fluctuations in the amount of a Client's borrowings and the corresponding interest rates may have a significant effect on the profitability and stability of a Client's portfolio.

#### 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.

**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 the Advisor.**

#### Item 9 – Disciplinary Information

**There are no legal, regulatory or disciplinary events involving SevenBridge or any of its Supervised Persons.** SevenBridge and its Supervised Persons value 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 with whom 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# 281037.

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

The sole business of SevenBridge is to provide investment advisory services to its Clients. Neither SevenBridge nor its advisory personnel are involved in other business endeavors. SevenBridge does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client's accounts.

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

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

SevenBridge has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with SevenBridge (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. SevenBridge and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of SevenBridge 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 of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (717) 775-8662 or via email at [info@sevenbridgefinancial.com](mailto:info@sevenbridgefinancial.com).

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

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

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

SevenBridge 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 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 of SevenBridge 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 SevenBridge requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. 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 SevenBridge 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 SevenBridge, or any Supervised Person of SevenBridge, transact in any security to the detriment of any Client.**

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## **Item 12 – Brokerage Practices**

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

SevenBridge 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 SevenBridge to direct trades to the Custodian as agreed in the wealth management agreement. Further, SevenBridge does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where SevenBridge does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian



recommended by the Advisor and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by SevenBridge.

SevenBridge will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), where the Advisor maintains an institutional relationship.

Factors which SevenBridge considers in recommending Schwab or any other broker-dealer/custodian to Clients include their respective financial strength, reputation, execution, pricing, research service, and/or the location of the Custodian's offices. Schwab may enable the Advisor to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by Schwab may be higher or lower than those charged by other financial institutions. SevenBridge maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab (Please see Item 14 below.).

Following are additional details regarding the brokerage practices of the Advisor:

**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. SevenBridge does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, Schwab does provide certain economic benefits to the Advisor. Please see Item 14.

**2. Brokerage Referrals** - SevenBridge 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 SevenBridge 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]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the Custodian, SevenBridge 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.

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

Transactions for each Client generally will be effected independently, unless SevenBridge decides to purchase or sell the same securities for several Clients at approximately the same time. SevenBridge may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Advisor's Clients differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among the Advisor's Clients pro rata to the purchase and sale orders placed for each Client on any given day. To the extent that the Advisor determines to aggregate Client orders for the purchase or sale of securities, including securities in which SevenBridge's Supervised Persons may invest, the Advisor generally does so in accordance with applicable rules promulgated under the Investment Advisers Act of 1940 and no-action guidance provided by the staff of the SEC. SevenBridge does not receive any additional compensation or remuneration as a result of the aggregation.

In the event that the Advisor determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account[s] with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a

potential execution would result in a de minimis allocation in one or more accounts, the Advisor may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

## **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 SevenBridge and periodically by the CCO. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client. For those Clients that engage for financial planning services as part of its wealth management services, such reviews are conducted on an “as needed” basis. All Clients are encouraged to discuss their needs, goals, and objectives with SevenBridge and to keep SevenBridge informed of any changes thereto. SevenBridge contacts ongoing advisory Clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the Client’s financial situation and/or investment objectives.

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

In addition to the investment monitoring noted in Item 13.A., 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 SevenBridge 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 trustee or 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]. The Advisor 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 SevenBridge**

SevenBridge does not receive securities commissions or other compensation from product sponsors, broker-dealers or any un-related third party. SevenBridge may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, SevenBridge may receive referrals of new Clients from a third party.

#### Insurance Agency Affiliations

As noted in item 10 above, certain Advisory Persons may also receive compensation in the form of commissions for certain insurance and brokerage transactions. Please see Item 10.

#### Participation in Institutional Advisor Platform

SevenBridge has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like SevenBridge. As a registered investment advisor participating on the Schwab Advisor Services platform, SevenBridge receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. 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.



*Services that Benefit the Client* – Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client’s funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services to SevenBridge that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. SevenBridge believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

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

SevenBridge generally does not engage paid solicitors for Client referrals.

### **Item 15 – Custody**

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SevenBridge does not accept or maintain custody of any Client accounts, except for the authorized deduction of the advisor’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 SevenBridge to utilize the Custodian for the Client’s security transactions. SevenBridge encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see “Item 12 - Brokerage Practices”.

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

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SevenBridge 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 SevenBridge. 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 a wealth management agreement containing all applicable limitations to such authority. All discretionary trades made by SevenBridge will be in accordance with each Client’s investment objectives and goals.

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

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SevenBridge may accept proxy-voting responsibility for Clients, via a third-party service that will also provide asset recovery services for Securities Class Action Settlements involving Clients. Please Note: The third party will be entitled to a contingency fee of 20% of the total reimbursement of Securities Class Action Settlements it collects for Clients. During the account opening process, Clients have the option of electing SevenBridge to vote proxies for securities in Client accounts. For all such accounts, SevenBridge will vote company proxies in accordance with its fiduciary obligations and its internal proxy voting policies and procedures. These policies and procedures contain guidelines that we follow in order to minimize conflicts of interest and to ensure that it votes proxies in a manner consistent with the best interests of its Clients. Unless we make an affirmative decision to the contrary, we vote proxies as the Board of Directors of a company recommends. Clients can obtain a complete copy of our Proxy Voting Policies and Procedures, as well as ascertain how particular proxies were voted, by contacting our firm at (717) 775-8662.

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

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



## **Form ADV Part 2B – Brochure Supplement**

**for**

**Charles R. Eberly**  
**Managing Partner**

**Effective: August 28, 2018**

This Form ADV2B ("Brochure Supplement") provides information about the background and qualifications of Charles R. Eberly (CRD# **2279144**) in addition to the information contained in the SevenBridge Financial Group, LLC ("SevenBridge" or the "Advisor") (CRD # 281037) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the SevenBridge Disclosure Brochure or this Brochure Supplement, please contact us at (717) 775-8662 or by email at [info@sevenbridgefinancial.com](mailto:info@sevenbridgefinancial.com).

Additional information about Mr. Eberly is available on the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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## Item 2 – Educational Background and Business Experience

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Charles Eberly, born in 1962, is dedicated to advising Clients of SevenBridge as a Managing Partner and the Chief Compliance Officer. Mr. Eberly earned a B.S. Business Administration from Slippery Rock University of PA in 1984. Additional information regarding Mr. Eberly's employment history is included below.

### Employment History:

Managing Partner and Chief Compliance Officer, SevenBridge Financial Group, LLC	08/2015 to Present
Senior Vice President, Wells Fargo Advisors	09/1999 to 08/2015

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## Item 3 – Disciplinary Information

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***There are no legal or civil events to disclose regarding Mr. Eberly.*** Mr. Eberly has never been involved in any civil or criminal action. There have been no lawsuits, arbitration claims or administrative proceedings against Mr. Eberly.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal or civil events to disclose regarding Mr. Eberly.*** However, we do encourage you to independently view the background of Mr. Eberly on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 2279144.

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## Item 4 – Other Business Activities

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### Trustee

Mr. Eberly, in his separate capacity, serves as trustee of the Bankert Foundation. Mr. Eberly conducts reviews and research, and either approves or deny grant applications and reviews investments. Mr. Eberly is compensated and spends approximately 2 hours per month in this position.

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## Item 5 – Additional Compensation

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Mr. Eberly has additional business activities that are detailed in Item 4 above.

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## Item 6 – Supervision

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Mr. Eberly serves as the Managing Partner and Chief Compliance Officer of SevenBridge. Mr. Eberly can be reached at (717) 775-8662.

SevenBridge has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of SevenBridge. Further, SevenBridge is subject to regulatory oversight by various agencies. These agencies require registration by SevenBridge and its Supervised Persons. As a registered entity, SevenBridge is subject to examinations by regulators, which may be announced or unannounced. SevenBridge is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.



## **Form ADV Part 2B – Brochure Supplement**

**for**

**Lawrence J. DeFluri  
Managing Partner**

**Effective: August 28, 2018**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Lawrence J. DeFluri (CRD# **2788563**) in addition to the information contained in the SevenBridge Financial Group, LLC (“SevenBridge” or the “Advisor”) (CRD # 281037) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the SevenBridge Disclosure Brochure or this Brochure Supplement, please contact us at (717) 775-8662 or by email at [info@sevenbridgefinancial.com](mailto:info@sevenbridgefinancial.com).

Additional information about Mr. DeFluri is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 – Educational Background and Business Experience

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Lawrence DeFluri, born in 1964, is dedicated to advising Clients of SevenBridge as a Managing Partner. Mr. DeFluri earned a B.S. Petroleum & Natural Gas Engineering from Pennsylvania State University in 1986. Mr. DeFluri also earned a M.S. Environmental Engineering from Oklahoma State University in 1992. Additional information regarding Mr. DeFluri's employment history is included below.

### Employment History:

Managing Partner, SevenBridge Financial Group, LLC	08/2015 to Present
Investment Officer- Sr V.P, Wells Fargo Advisors	10/1999 to 08/2015

## Item 3 – Disciplinary Information

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***There are no legal, or disciplinary events to disclose regarding Mr. DeFluri.*** Mr. DeFluri has never been involved in any criminal or disciplinary action.

However, on October 14, 1999, Mr. DeFluri received a censure and entered into a settlement with the Chicago Board Options Exchange as the result of an arbitration stemming from the processing of order without written third party authorization. Mr. DeFluri settled the matter to avoid the time expense and uncertainty of contesting the claim. However, we do encourage you to independently view the background of Mr. DeFluri on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 2788563.

## Item 4 – Other Business Activities

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### Blackhawk Energy LLC

Mr. DeFluri is also an owner of Blackhawk Energy, LLC. Business is conducted from 68 GasLight Circle, 103 Shields Building, State College, PA 16802. Mr. DeFluri spends up to ten (10) hours a month and is not compensated in this capacity.

## Item 5 – Additional Compensation

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Mr. DeFluri has additional business activities that are detailed in Item 4 above.

## Item 6 – Supervision

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Mr. DeFluri serves as a Managing Partner of SevenBridge and is supervised by Charles Eberly, the Chief Compliance Officer. Charles Eberly can be reached at (717) 775-8662.

SevenBridge has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of SevenBridge. Further, SevenBridge is subject to regulatory oversight by various agencies. These agencies require registration by SevenBridge and its Supervised Persons. As a registered entity, SevenBridge is subject to examinations by regulators, which may be announced or unannounced. SevenBridge is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## Privacy Policy

Effective: August 28, 2018

### Our Commitment to You

SevenBridge Financial Group, LLC ("SevenBridge" or the "Advisor") is committed to safeguarding the use of personal information of our Client's (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. SevenBridge (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.

SevenBridge 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> SevenBridge 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 SevenBridge 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> SevenBridge 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 (717) 775-8662 or via email at [info@sevenbridgefinancial.com](mailto:info@sevenbridgefinancial.com).