



Hamilton Investment Counsel, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: June 27, 2018

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Hamilton Investment Counsel, LLC (“Hamilton” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (770) 831-6877.

Hamilton is a registered investment advisor located in the State of Georgia. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“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 Hamilton to assist you in determining whether to retain the Advisor.

Additional information about Hamilton and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284564.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplements")*. The Disclosure Brochure provides information about a variety of topics relating to an advisor's business practices and conflicts of interest. The Brochure Supplements provide information about advisory personnel of Hamilton.

Hamilton 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. Hamilton 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

Hamilton has transitioned registration from the State of Georgia to the SEC.

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 Hamilton.

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 by searching with our firm name or our CRD# 284564. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (770) 831-6877.

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Item 4 – Advisory Services

A. Firm Information

Hamilton Investment Counsel, LLC (“Hamilton” or the “Advisor”) is a registered investment advisor located in the State of Georgia, which is organized as a limited liability company (“LLC”) under the laws of the State of Georgia, which was founded in July 2016 and became a registered investment advisor in September 2016. Hamilton is owned and operated by its Principals, Eric S. Hollifield, Scott M. Bremus, and Jeffrey K. Kirkpatrick. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Hamilton.

B. Advisory Services Offered

Hamilton offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans (each referred to as a “Client”).

Investment Management Services

Hamilton provides customized wealth management solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Hamilton works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. Hamilton will implement the investment strategy with its internal management and/or the use of unaffiliated money managers or investment platforms (as described below).

Internal Investment Management - Hamilton customizes its investment management services for its Clients. Portfolios are primarily constructed using exchange-traded funds (“ETFs”), mutual funds, individual stocks and individual fixed income securities. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of each particular Client.

Hamilton generally employs a long-term investment approach for Clients, but 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. Hamilton 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.

Hamilton evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Hamilton may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Hamilton 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. Hamilton 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.

Hamilton will provide investment advisory services and related services. At no time will Hamilton 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 investment advisory agreement.

Use of Independent Managers - Hamilton may recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively “Independent Managers”). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will be required to enter into a separate agreement with the Independent Manager[s]. Hamilton serves as the Client’s primary advisor and relationship manager. However, the Independent Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. Hamilton will assist and advise the Client in establishing investment

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objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. Hamilton will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of these unaffiliated parties. The Independent Manager[s] will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties.

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of those parties. Hamilton does not receive any compensation from these Independent Managers or Investment Platforms, other than Hamilton's investment advisory fee (described in Item 5).

Financial Planning Services

Hamilton 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 investment planning, retirement planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to 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. Hamilton may also refer Clients to an accountant, attorney or another 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. Financial planning services may be included in an overall wealth management engagement or provided as a separate service, pursuant to the terms of the agreement with the Client.

Retirement Plan Advisory Services

Hamilton serves as a 3(21) Fiduciary to retirement plans (each a "Plan") in support of the Plan Sponsor. Hamilton provides the following Plan Fiduciary Services pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Vendor Analysis
- Employee Enrollment and Education
- Investment Policy Statement
- Investment Monitoring
- Performance Reports
- Ongoing Investment Recommendation and Assistance

Hamilton may also provide 3(38) discretionary investment advisory services on behalf of the Plan or Plan Sponsor.

C. Client Account Management

Prior to engaging Hamilton to provide 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 – Hamilton will work with each Client to develop a custom investment strategy designed in connection with the Client's investment goals and objectives.
- Asset Allocation – Hamilton will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – Hamilton will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Hamilton will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

For some Clients, Hamilton may include the securities transaction fees together with investment advisory fees to provide the Client with a single, bundled fee structure. This combination of fees is typically referred to as a "Wrap Fee Program". Hamilton customizes its investment management services for Clients. This Wrap Fee Program Brochure is included as Appendix 1 to this Disclosure Brochure solely to discuss the fees and potential conflicts associated with a bundled fee. Please see Appendix 1, which is always included with this Disclosure Brochure.

E. Assets Under Management

As of February 07, 2018 Hamilton Investment Counsel manages the following assets:

Discretionary Assets	\$96,532,725
Non-Discretionary Assets	\$25,340,451
Total Assets Under Management	\$121,873,176

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

Item 5 – Fees and Compensation

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

A. Fees for Advisory Services

Investment Advisory 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 charged at an annual rate ranging from 0.50% to 2.00% depending on several factors, including the overall the size of the relationship, the inclusion of transaction fees and the complexity of the services to be provided. Fees are based on the market value of assets under management at the end of the prior quarter.

The investment advisory fees in the first quarter of service is prorated from the inception date of the Client's account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may be offered a fixed annual fee or alternative fee methodology. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Hamilton will be independently valued by the Custodian (as discussed in Item 12). Hamilton will not have the authority or responsibility to value portfolio securities.

Clients may make additions to and withdrawals from their account[s] at any time, subject to Hamilton's right to terminate an account. Additions may be in cash or securities provided that Hamilton 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 Hamilton, subject to the usual and customary securities settlement procedures. However, Hamilton designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. Hamilton 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.

Use of Independent Managers

For Client account[s] implemented through an Independent Manager, the Client's overall fees will often include Hamilton's investment advisory fee (as noted above) plus advisory fees and/or platform fees charged by the Independent Manager[s], as applicable. The Independent Manager may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s]. In such instances, Hamilton will not charge its fee separately on those assets.

Financial Planning Services

Hamilton offers financial planning services on either an hourly basis, a fixed engagement fees or an annual retainer. Hourly engagements are billed at a rate of up to \$250 per hour. Fixed fee engagements are negotiated based on the expected number of hours to complete the engagement at the Advisor's hourly rate. Retainers are based on a negotiated annual fee. Fees may be negotiable at the sole discretion of the Advisor, depending on the nature and complexity of services to be provided. An estimate for total hours and/or costs will be provided to the Client prior to engaging for these services.

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.

Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, generally 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 in the Plan at the end of the prior quarter. Fees range from 0.25% to 0.75% annually and may be negotiable depending on the size and complexity of the Plan. Certain Clients may have fee schedules that differ from the schedule above.

B. Fee Billing

Investment Advisory Services

Investment advisory fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] by the Custodian. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Hamilton at the end of the prior quarter. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the 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 will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting Hamilton to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Use of Independent Managers

Client account[s] implemented through Independent Manager[s] will be billed in accordance to the separate agreement[s] with the respective parties. These parties will typically add Hamilton's investment advisory fee and deduct the overall fee from the Client's account[s].

Financial Planning Services

Fees for hourly and fixed fee financial planning engagements are invoiced up to 50% upon execution of the financial planning agreement with the balance due upon completion of the engagement deliverable[s]. Certain Clients may have their planning fees included with their overall investment advisory fees. The Advisor does not collect advance fees of \$500 or more for any services that will be completed six (6) months or more in advance. In such instances, the fees are charged as an annual retainer, due in quarterly payments.

Retirement Plan Advisory Services

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 Hamilton, in connection with investments made on behalf of the Client's account[s]. Hamilton may include securities transactions costs as part of its overall advisory fees. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure. The inclusion of securities transaction fees into a single bundled fee may cost the Client more or less than if paid separately.

In addition, all fees paid to Hamilton 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. The Client should review both the fees charged by the fund[s] and the fees charged by Hamilton to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Advisory Services

Hamilton is compensated for its investment advisory services in advance of the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, 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 the Advisor'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. Upon termination, the Client shall be responsible for investment advisory fees up to and including the effective date of termination. The Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's investment 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. Hamilton will assist the Client with the termination and transition as appropriate.

Financial Planning Services

Hamilton may be partially compensated for its financial planning services in advance the engagement (Please see Item 5.A above.). Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor'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. Upon termination, the Client shall be responsible for planning fees based on the hours incurred or in the event of a fixed fee, the percentage of the engagement completed. For annual retainers, the Client shall be responsible for fees up to and including the effective date of termination. Upon termination, 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

Hamilton is compensated for its services in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor'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. The Client shall be responsible for advisory fees up to and including the effective date of termination. The Advisor 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[s] with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Hamilton 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.

Advisory Persons of Hamilton may also be registered representatives of LPL Financial LLC ("LPL Financial"), 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 LPL Financial, an Advisory Person may implement securities transactions under LPL Financial and not through Hamilton. 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 Hamilton'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 your needs. We mitigate this conflict in two ways. First, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Second, Hamilton 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.

Advisory Persons may also be licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

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

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

Hamilton 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

Hamilton offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans. The relative percentage of each type of Client is available on Hamilton's Form ADV Part 1. These percentages will change over time. Hamilton generally does not impose a minimum account size for establishing a relationship. However, smaller accounts may be subject to different investment selection and strategies.

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

A. Methods of Analysis

Hamilton primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from Hamilton 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

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".

As noted above, Hamilton generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Hamilton 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, Hamilton 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. Hamilton 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.

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.

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 requiring disclosure. Hamilton 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 with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284564.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

As noted in Item 5.E, Advisory Persons of Hamilton are also registered representatives of LPL Financial. In an Advisory Person's separate capacity as a registered representative, the Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person of Hamilton. Neither Hamilton nor an Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative. Under supervision by LPL Financial, LPL Financial may have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions and holdings information. Please see our Privacy Policy, which is included with this Disclosure Brochure.

Insurance Agency Affiliations

As noted in Item 5.E, Advisory Persons of Hamilton may serve as insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with Hamilton. As insurance professionals, Advisory Persons may receive customary commissions and other related revenues from the various insurance companies whose products are sold. 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 the Advisor or its Advisory Persons.

Use of Independent Managers

The Advisor may recommend that all or a portion of a Client's portfolio be implemented using one or more Independent Managers. Please see item 4 above as well as Item 14.

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

A. Code of Ethics

Hamilton has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Hamilton (herein our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Hamilton and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Hamilton associates 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 of Ethics, please contact us at (770) 831-6877.

B. Personal Trading with Material Interest

Hamilton allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Hamilton 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. Hamilton does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Hamilton 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 a Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Hamilton 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 Hamilton 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 Hamilton 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 any Supervised Person of Hamilton, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Hamilton does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. As its Advisory Persons are also registered representatives of LPL Financial, Hamilton and its Advisory Persons are limited in the custodian[s] in which they can recommend to Clients. Typically, Hamilton will recommend that Clients establish their accounts at LPL Financial, where Hamilton has access to LPL Financial’s systems, back office support, research and other benefits.

While Hamilton receives these economic benefits from LPL Financial, we believe LPL Financial provides quality execution and related services for our Clients at competitive prices. Price is not the sole factor Hamilton considers in evaluating best execution and the recommendation of a custodian. Hamilton also considers the quality of the brokerage services provided by LPL Financial, including the firm’s reputation, execution capabilities, commission rates, and responsiveness to our Clients and our firm. Clients are free to use whatever broker-dealer/custodian they choose to implement financial planning recommendations. For investment advisory services, Hamilton would be required to obtain permission to use a broker-dealer/custodian other than LPL Financial due to the oversight role LPL Financial assumes over the Advisory Persons. Please see Item 14.

Hamilton Investment Counsel also participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. (“TD Ameritrade”), member FINRA/SIPC. TD Ameritrade is an independent SEC-registered broker-dealer.

- TD Ameritrade and Hamilton Investment Counsel are separate and unaffiliated legal entities.
- TD Ameritrade offers services to independently registered investment advisers which include custody of securities, trade execution, and clearance and settlement of transaction.
- Hamilton Investment Counsel recommends TD Ameritrade to clients for custody and brokerage service.

Hamilton Investment Counsel receives certain benefits from TD Ameritrade through its participation in the TD Ameritrade Institutional program that include some or all of the following: discounts on compliance, marketing, technology, and practice management products or services provided by third party vendors. The benefits received do not depend on the amount of brokerage transactions directed to TD Ameritrade; however, Hamilton Investment Counsel has an incentive to direct business to TD Ameritrade because of these benefits which is a conflict of interest. This conflict of interest is mitigated by the fiduciary duty to act in a client’s best interest, which includes seeking best execution.

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-dealer/custodian in exchange for research and other services. Hamilton does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian, but does receive economic benefits from LPL Financial (Please see Item 14).

2. Brokerage Referrals - Hamilton 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 Hamilton will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage 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]). Hamilton 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

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. Hamilton will execute its transactions through the Custodian. Hamilton 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

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons and periodically by the CCO of Hamilton. The CCO also has oversight of investment advisory processes. 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., 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 Hamilton 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]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by Hamilton

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

Participation in Institutional Advisor Platform

LPL Financial, LLC

Hamilton has established institutional relationship with LPL Financial to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with LPL Financial. 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 the Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor may receive the following benefits from LPL Financial: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; financing services, 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.

TD Ameritrade, Inc.

Hamilton Investment Counsel participates in TD Ameritrade's institutional customer program and Advisor recommends TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although 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 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 Advisor by third party vendors.

TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist 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 Advisor manage and further develop its business enterprise. The benefits received by 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, 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 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.

Use of Independent Managers

The Advisor may be indirectly compensated by an Independent Manager as described in Item 5 above and does not receive any other forms of compensation with such arrangements.

B. Client Referrals from Solicitors

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

Item 15 – Custody

Hamilton 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 Hamilton to utilize the Custodian for the Client’s security transactions. Hamilton 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

Hamilton 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 Hamilton. 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 Hamilton will be in accordance with each Client’s investment objectives and goals.

Item 17 – Voting Client Securities

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

Item 18 – Financial Information

Neither Hamilton, nor its management, have any adverse financial situations that would reasonably impair the ability of Hamilton to meet all obligations to its Clients. Neither Hamilton, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. Hamilton is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$500 or more for services to be performed six months or more in advance.



Hamilton Investment Counsel, LLC

Form ADV Part 2A Appendix 1 ("Wrap Fee Program Brochure")

Effective: June 27, 2018

This Form ADV 2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices of Hamilton Investment Counsel, LLC ("Hamilton" or the "Advisor") when offering services where securities transaction fees are combined with investment advisory fees into single fee (a "wrap fee program"). If you have any questions about the contents of this Wrap Fee Program Brochure, please contact us at (770) 831-6877.

Hamilton is a registered investment advisor with located in the State of Georgia. The information in this Wrap Fee Program 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 Wrap Fee Program Brochure provides information through Hamilton to assist you in determining whether to retain the Advisor.

Additional information about Hamilton and its advisory persons are available on the SEC's website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284564.

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Item 2 – Material Changes

This Wrap Fee Program Brochure discussed the wrap fee program offered by Hamilton.

Material Changes

Hamilton is transitioning registration from the State of Georgia to the SEC.

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 by searching with our firm name or our firm CRD# 284564. You may also request a copy of this Wrap Brochure at any time, by contacting us at (770) 831-6877.

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Item 4 – Services Fees and Compensation

A. Advisory Services

Hamilton Investment Counsel, LLC (“Hamilton” or the “Advisor”) provides customized wealth advisory services for its Clients. The Hamilton Wrap Fee Program (the “Wrap Fee Program”) is an investment advisory program sponsored by Hamilton whereby Hamilton includes normal securities transaction fees with its investment advisory fees to provide Clients with a single overall fee. The Hamilton Wrap Fee Program Brochure is provided solely as a disclosure when Hamilton includes securities transaction fees as part of its overall investment advisory fee (as detailed in Item 5 of the Disclosure Brochure).

Clients may be offered a fee structure that includes, as a single fee, the securities transaction costs for trading in Client accounts along with the investment advisory fees earned by Hamilton. The securities regulations often refer to such a structure as a “Wrap Fee Program”. While traditional Wrap Fee Programs are often rigid, pre-packaged investment programs, Hamilton customizes its investment strategies individually for its Clients.

This Wrap Fee Program Brochure will reference back to the Hamilton Disclosure Brochure in which this Wrap Fee Program Brochure is an Appendix. This Wrap Fee Program Brochure will always be provided in connection with the Disclosure Brochure.

Hamilton offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses (each referred to as a “Client”). Please see Item 4 of the Disclosure Brochure for details regarding Hamilton’s investment management services.

B. Program Costs

Advisory Services provided by Hamilton pursuant to a wrap fee structure may cost the Client more or less than purchasing these types of investment management services separately. When Hamilton absorbs normal securities transactions fees, Hamilton may have a financial incentive to limit the transactions in Client accounts, as each trade will increase costs to Hamilton. The costs of the Wrap Fee Program vary depending on services to be provided be to each Client.

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 charged at an annual rate ranging from 0.75% to 2.25% depending on several factors, including the overall the size of the relationship and the complexity of the services to be provided. Fees are based on the market value of assets under management at the end of the prior quarter. Investment advisory fees in the first quarter of service are prorated from the inception date of the Client’s account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may be offered a fixed annual fee or alternative fee methodology. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Hamilton will be independently valued by the Custodian. Hamilton will not have the authority or responsibility to value portfolio securities.

C. Fees

The Hamilton Wrap Fee Program includes typical securities trading costs incurred in connection with the discretionary investment management services provided by Hamilton. Securities transaction fees for Client-directed trades may be charged to the Client. Clients engaging Hamilton under this Wrap Fee Program will typically pay a higher overall investment advisory fee, but will not be responsible for securities transaction fees for their accounts. Clients should discuss the expected level of trading in the Client’s account[s] to determine whether to engage Hamilton under this Wrap Fee Program or pay for securities transaction fees separately. Fees may be negotiable at the sole discretion of Hamilton.

Clients may also incur certain fees or charges imposed by third parties, which are not included as part of the Wrap Fee. Such other fees, which may include wire transfer fees, small account fees and other fees charged by the Custodian are not included in Hamilton’s Wrap Fee. Hamilton does not receive any portion of such fees.

In addition, all fees paid to Hamilton 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 as a shareholder in a fund. Please see Item 5.C. of the Disclosure Brochure.

D. Compensation

Hamilton is the sponsor and portfolio manager of this Wrap Fee Program. Hamilton receives investment advisory fees paid by Clients for investment advisory services covered under this Wrap Fee Program.

Item 5 – Account Requirements and Types of Clients

Hamilton offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses. Please see Item 7 of the Disclosure Brochure for additional information.

Item 6 – Portfolio Manager Selection and Evaluation

A. Portfolio Manager Selection

Hamilton serves as the sponsor and as the portfolio manager for the Hamilton Wrap Fee Program. Hamilton does not select third-party advisors to manage the Wrap Fee Program, but may recommend or implement Client portfolios using Independent Managers.

B. Related Persons

Hamilton personnel or affiliates serve as portfolio manager[s] for services under this Wrap Fee Program. Hamilton only manages this wrap fee program. Hamilton does not act as portfolio manager for any third-party wrap fee programs.

C. Supervised Persons

Hamilton Supervised Persons serve as portfolio managers for the Hamilton Wrap Fee Program described in this Wrap Fee Program Brochure. Please refer to the Items 4 and 8 of the Disclosure Brochure for details on the services provided by Hamilton. For information related to the background of Hamilton Supervised Persons, please see Items 9 and 11 of the Disclosure Brochure.

Performance-Based Fees

Hamilton does not charge performance-based fees for its investment advisory services. The fees charged by Hamilton 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. Hamilton 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. Please see Item 6 of the Disclosure Brochure.

Methods of Analysis

Hamilton primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from Hamilton 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. As noted above, Hamilton generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Hamilton 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, Hamilton 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.

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. Hamilton 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. Please see Item 8.B of the Disclosure Brochure.

Voting Client Securities

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

Item 7 – Client Information Provided to Portfolio Managers

Hamilton is required to describe the type and frequency of the information it communicates to any external managers that may be involved in managing its Clients' investment portfolios. Hamilton serves as the sole portfolio manager under this Wrap Fee Program and, as such, the Advisor has no information to disclose in relation to regarding this Item.

Item 8 – Client Contact with Portfolio Managers

There are no restrictions on the Client's ability to contact Hamilton.

Item 9 – Additional Information

A. Disciplinary Information and Other Financial Industry Activities and Affiliations

Disciplinary Information

There are no legal, regulatory or disciplinary events requiring disclosure. Hamilton 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 with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. You may search with our firm name or our CRD#284564.

Other Financial Activities and Affiliations

Broker-Dealer Affiliation - Advisory Persons of Hamilton are also registered representatives of LPL Financial. In an Advisory Person's separate capacity as a registered representative, the Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person of Hamilton. Neither Hamilton nor an Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative. Under supervision by LPL Financial, LPL Financial may have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions and holdings information. Please see our Privacy Policy, which is included with this Disclosure Brochure.

Insurance Agency Affiliations – Advisory Persons of Hamilton may serve as licensed insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with Hamilton. As insurance professionals, Advisory Persons may receive customary commissions and other related revenues from the various insurance companies whose products are sold. 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 the Advisor or its Advisory Persons.

B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Code of Ethics

Hamilton has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all Supervised Persons associated with Hamilton. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Hamilton and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Hamilton's 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 (770) 831-6877.

Personal Trading and Conflicts of Interest

Hamilton 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 a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. We have also adopted written policies and procedures to detect the misuse of material, non-public information. We may have an interest or position in certain securities, which may also be recommended to you. At no time, will Hamilton or any Supervised Person of Hamilton, transact in any security to the detriment of any Client. Please see Item 11 of the Disclosure Brochure for additional disclosures.

Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by the Advisory Persons and periodically by the CCO of Hamilton. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client. Financial planning engagements for ongoing planning support are reviewed at least annually, as per the terms of the financial planning agreement. The Client is encouraged to notify Hamilton if changes occur in their personal financial situation that might adversely affect their investment plan. Additional reviews may be triggered by material market, economic or political events.

Other Compensation

As noted throughout this Disclosure Brochure, Advisory Persons of Hamilton may also be registered representatives of LPL Financial and/or licensed insurance professionals. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the Item 10 of the Disclosure Brochure.

Participation in Institutional Advisor Platform - Hamilton has established institutional relationship with LPL Financial to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with LPL Financial. 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 the Custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from LPL Financial: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; 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.

Client Referrals from Solicitors

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

Financial Information

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

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Privacy Policy

Effective Date: June 27, 2018

Our Commitment to You

Hamilton Investment Counsel, LLC ("Hamilton" 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. Hamilton (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.

Hamilton 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?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, broker-dealers, 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. Hamilton shares Client information with LPL Financial due to the oversight LPL Financial has over certain supervised persons of the Advisor. You may also contact us at any time for a copy of the LPL Financial Privacy Policy.	Yes	No
Marketing Purposes Hamilton 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 Hamilton or the Client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users 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
Information About Former Clients Hamilton 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 (770) 831-6877.