



**F3Logic, LLC**

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

**Effective: December 5, 2018**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of F3Logic, LLC (“F3Logic” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (419) 445-5000.

F3Logic is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through F3Logic to assist you in determining whether to retain the Advisor.

Additional information about F3Logic 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# 289863.

**F3Logic, LLC**  
**219 N Defiance Street, PO Box 300, Archbold, OH 43502**  
**Phone: (419) 445-5000**

## 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 F3Logic.

F3Logic 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. F3Logic 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 Change

Below is a list of the material changes:

- *Form ADV has been amended to reflect that certain advisory fees are payable either monthly or quarterly in advance, pursuant to the terms of the client's agreement.*
- *The Firm has updated ownership (Item 4).*

### 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 F3Logic.

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 #289863. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (419) 445-5000.

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## Item 4 – Advisory Services

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### A. Firm Information

F3Logic, LLC (“F3Logic” 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 State of Delaware. F3Logic was founded in September 2017 and is owned by the following entities and their Managing Members; Child’s Investment Group, Inc (Michael R. Childs), Diesel Asset Management, LLC (Kevin M. Nentwich), Kusske Financial Management, LLC (Mary B. Kusske), MakoF3, Inc (Michael J. LaBrie), MTF3, Inc (Thomas F. Nee), Richard DeSalvo Consulting, LLC (Richard G. DeSalvo) and DCG Insight, LLC (Robert H. Dearman).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by F3Logic. For information regarding this Disclosure Brochure, please contact Jon. P DeSmidt, Chief Compliance Officer at (419) 445-5000.

### B. Advisory Services Offered

F3Logic offers investment advisory services to high net worth individuals, families, trusts, estates, businesses and retirement plans (each referred to as a “Client”). F3Logic provides comprehensive investment management, planning and consulting services tailored to the individual needs of each Client.

#### Investment Advisory Services

F3Logic 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. F3Logic works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an appropriate investment strategy. F3Logic will then construct a portfolio strategy that may include the use of our internal investment management and/or independent managers.

*Internal Investment Management* - F3Logic customizes its investment management services for its Clients. Portfolios are primarily constructed using mutual funds, exchange-traded funds (“ETFs”), individual stocks and fixed income securities. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of each particular Client. The Advisor may retain legacy securities due to portfolio fit and tax considerations.

F3Logic evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. F3Logic’s investment strategy is 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. If it is consistent with the Client’s goals, the Advisor may also engage in an investment strategy that utilizes frequent trading in securities, please see Item 8 for more information. F3Logic will construct, implement and monitor the Client’s 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.

F3Logic, in its discretion, may redistribute investment allocations to diversify the portfolio. F3Logic 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. F3Logic 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.

F3Logic will provide investment management and related advisory services. At no time will F3Logic 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 investment advisory agreement.

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*Use of Independent Managers* - F3Logic 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 or directly engaged by the Advisor. The Client will be required to enter into a separate agreement with the Independent Manager[s]. Please see Item 10 for additional information.

F3Logic 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. F3Logic will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. F3Logic 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. F3Logic does not receive any compensation from these Independent Managers or Investment Platforms, other than its investment advisory fee (described in Item 5).

#### Financial Planning and Consulting Services

F3Logic will typically provide a variety of financial planning services to Clients as part of the investment advisory engagement or as a separate engagement. 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, estate 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. F3Logic 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 and consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. 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 implement the transaction through the Advisor.

#### Retirement Plan Advisory Services

F3Logic serves as a 3(21) Fiduciary to retirement plans (each a "Plan") in support of the Plan Sponsor. F3Logic 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 Tracking
- Investment Policy Statement
- Investment Monitoring
- Performance Reports
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

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F3Logic does not provide 3(38) discretionary investment advisory services on behalf of the Plan or Plan Sponsor.

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

Prior to engaging F3Logic to provide investment advisory services, each Client is required to enter into one or more advisory 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 – F3Logic, in connection with the Client, will develop an investment strategy targeted to achieve the Client's investment goals and objectives.
- Asset Allocation – F3Logic 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 – F3Logic will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – F3Logic will provide investment management and ongoing oversight of the Client's portfolio.
- Financial Planning and Consulting – For Clients engaging for investment advisory services, the Advisor provides ongoing financial planning and related services regarding the Client's overall financial situation.

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

F3Logic includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". F3Logic customizes its investment management services for its Clients. The Advisor sponsors the F3Logic Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client's account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

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

As of December 31, 2017, F3Logic has \$453,734,432 discretionary assets under management and \$0 non-discretionary assets under management.

## **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 F3Logic and the Client.

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

#### Investment Advisory Services

Investment advisory fees are paid either monthly or quarterly, in advance of each calendar month or quarter (the billing period), pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior billing period and are billed at an annual rate of up to 2.00%, depending on level of assets being managed, the complexity of the services to be provided and/or the overall relationship with the Client. In addition to the investment advisory fee, the Client shall pay a platform fee of up to 0.30% annually and an administrative fee paid to the Advisor of up to 0.15% annually. The platform fee is for securities transaction fees, reporting and related services. Please see the F3Logic Wrap Fee Program Brochure included with this Disclosure Brochure.

Fees for the first partial billing period of service are prorated from the inception date of the account[s] to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fixed annual fee or fixed rate fee or a fee schedule that differs from above. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by F3Logic will be independently valued by the Custodian. F3Logic will not have the authority or responsibility to value portfolio securities.

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The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor 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 F3Logic, subject to the usual and customary securities settlement procedures. However, the Advisor typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. F3Logic may consult the Client about the implications of such transactions. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], an adjustment will be made 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.

#### Use of Independent Managers

For Client account[s] implemented through an Independent Manager, the Client's overall fees will sometimes include F3Logic'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, F3Logic will not charge its fee separately on those assets.

#### Financial Planning and Consulting Services

Financial planning and consulting services may be included as part of an overall wealth management engagement or provided as a stand-alone engagement. For separate engagements, financial planning and consulting services are offered at an hourly rate of up to \$350 per hour or as a fixed engagement. Fees are based on the experience of the person performing the services, the complexity and duration the services to be provided. An estimate for total hours and/or costs will be determined 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 either monthly or quarterly, in advance of each calendar month or quarter (the billing period), pursuant to the terms of the retirement plan advisory agreement. Fees are generally based on the market value of assets in the Plan at the end of the prior billing period and charged at an annual rate of up to 1.00%. Fee may also be billed at a fixed annual rate.

### **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] 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] for the applicable billing period. The amount due is calculated by applying the applicable rate (annual rate divided by 12 for accounts billed on a monthly basis; annual rate divided by 4 for accounts billed on a quarterly basis) to the total assets under management with F3Logic at the end of the prior billing period. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting F3Logic 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 F3Logic's investment advisory fee and deduct the overall fee from the Client's account[s].

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#### Financial Planning and Consulting Services

Financial planning and consulting fees are invoiced up to 50% upon the execution of the financial planning or consulting agreement with the balance due upon completion of the engagement deliverable[s].

#### 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 in connection with investments made on behalf of the Client's account[s]. F3Logic includes securities transactions costs and a platform fee as part of its overall investment advisory fee through the F3Logic Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to F3Logic for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client should review both the fees charged by the fund[s] and the fees charged by F3Logic to fully understand the total fees to be paid.

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

#### Investment Advisory Services

F3Logic is compensated for its investment advisory services in advance of the billing period in which services are rendered. Either party may request to terminate the investment advisory agreement with F3Logic, at any time, by providing advance written notice to the other party. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. Upon termination, the Advisor will promptly refund any unearned, prepaid fees to the Client. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's written approval.

#### 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. F3Logic will assist the Client with the termination and transition as appropriate.

#### Financial Planning and Consulting Services

The Advisor is partially compensated for its financial planning and consulting services upon execution of the engagement agreement. Either party may terminate a planning agreement, at any time, by providing written notice to the other party. Upon termination, the Client shall be responsible for fees based on the hours worked by the Advisor or the percentage of the engagement completed. Upon termination, any unearned prepaid fees will be promptly refunded to the Client. The Client's financial planning agreement with the Advisor is non-transferable without the Client's written approval.

#### Retirement Plan Advisory Services

F3Logic is compensated for its retirement plan advisory services in advance of the billing period in which services are rendered. Either party may request to terminate the retirement plan advisory agreement with F3Logic, 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 promptly refund any unearned, prepaid fees to the Client. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's written approval.

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

F3Logic 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 F3Logic may also be registered representatives of Independent Financial Group, LLC ("IFG").

In one's separate capacity as registered representative, an Advisory Person may implement securities transactions on a commission basis through IFG. 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 their capacity as a registered representative is separate and in addition to F3Logic's advisory fees. This practice presents a conflict of interest as an Advisory Person may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on Client needs. To mitigate this conflict, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Further, F3Logic 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. Advisory persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by an Advisory Person is separate and in addition to F3Logic's advisory fees. This practice presents a conflict of interest as an Advisory Person may have an incentive to recommend insurance products for the purpose of generating commissions rather than solely based on Client needs. Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor.

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

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F3Logic does not charge performance-based fees for its investment advisory services. The fees charged by F3Logic 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.

F3Logic 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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F3Logic offers investment advisory services to high net worth individuals, families, trusts, estates, and businesses. The relative percentage of each type of Client is available on F3Logic's Form ADV Part 1. These percentages will change over time. F3Logic does not impose a size for establishing a relationship, but does tailor its services to high net worth Clients.

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

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### **Methods of Analysis & Investment Strategies**

F3Logic primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from F3Logic 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, F3Logic generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. F3Logic 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, F3Logic 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. F3Logic will assist Clients in determining an appropriate

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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. **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.**

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## Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events to disclose involving F3Logic. 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# 289863.

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## Item 10 – Other Financial Industry Activities and Affiliations

Neither the Advisor nor its Supervised Persons has any registrations or affiliations with a futures commission merchant, commodity pool operator, or commodity-trading advisor.

### Broker-Dealer Affiliation

As noted in Item 5.E., Advisory Persons of F3Logic are also registered representatives of IFG. In one's separate capacity as a registered representative, an Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person. Neither the Advisor nor its Advisory Person will earn ongoing investment advisory fees in connection with any products or services implemented in one's separate capacity as a registered representative.

### Other Registered Investment Advisors

Certain Managing Members and Advisory Persons of F3Logic also own and/or provide advisory services through other independent registered investment advisory firms. The details of these relationships are included with the Form ADV 2B ("Brochure Supplements") of the respective Advisory Persons. A Client may be offered financial planning, consulting or related advisory services under these entities. In such instances, the Client shall also receive the Form ADV 2A - Disclosure Brochure for the respective firm. The Advisor will not charge for the same services being provided under one of these unaffiliated entities.

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Lindsey Anne Roehl signed up with Advocare. From time to time, he may offer clients advice or products from those activities and clients should be aware that these services may involve a conflict of interest. F3 Logic, LLC always acts in the best interest of the client and clients always have the right to decide whether or not to utilize the services of any representative of F3 Logic, LLC in such individual's outside capacities.

Brad Dana Pond is the owner/landlord of a rental property. From time to time, he may offer clients advice or products from those activities and clients should be aware that these services may involve a conflict of interest. F3 Logic, LLC always acts in the best interest of the client and clients always have the right to decide whether or not to utilize the services of any F3 Logic, LLC representative in such individual's outside capacities.

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

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

F3Logic has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with F3Logic (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. F3Logic and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of F3Logic 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 (419) 445-5000.

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

F3Logic allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. F3Logic 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. F3Logic does not have a material interest in any securities traded in Client accounts.

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

F3Logic allows the purchase or sale of 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 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 F3Logic 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 F3Logic requiring reporting of personal securities trades by its employees for review by the Chief Compliance Officer ("CCO"). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

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

While F3Logic allows the purchase or sale of 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 F3Logic transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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

F3Logic 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 F3Logic to direct trades to this Custodian as agreed in the investment advisory agreement. Further, F3Logic does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where F3Logic 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 Custodian not recommended by F3Logic. As its Advisory Persons are also registered representatives of IFG, F3Logic and its Advisory Persons are limited in the custodian[s] in which they can recommend to Clients. The Custodian must be approved by IFG and IFG will have access to information regarding holdings and trades placed within Client accounts.

Typically, F3Logic will recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, a related entity of Fidelity Investments, Inc. (collectively "Fidelity"), where the Advisor maintains an institutional relationship. F3Logic receives certain economic benefits from Fidelity as detailed in 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 such parties in exchange for research and other services. F3Logic does not participate in soft dollar programs sponsored or offered by any broker-dealer-custodian. However, the Advisor does receive certain economic benefit from Fidelity as described in Item 14 below.

**2. Brokerage Referrals** - F3Logic 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 F3Logic 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], unless instructed otherwise by the Client. 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, F3Logic 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 of the Custodian. F3Logic will execute its transactions through the Custodian as designated by the Client, unless otherwise instructed. F3Logic may aggregate orders in a block trade or trades when securities are purchased or sold through the same Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

## **Item 13 – Review of Accounts**

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

Investments in Client accounts are monitored on a regular and continuous basis by Advisory Persons of F3Logic 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.

### **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 F3Logic if changes

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**F3Logic, LLC**

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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**

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### **A. Compensation Received by F3Logic**

#### Participation in Institutional Advisor Platform

F3Logic has established institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with Fidelity. 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, F3Logic has received financial support from Fidelity to assist the Advisor in the launch of its advisory form. The following benefits are also received from Fidelity: 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.

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

If a Client is introduced to F3Logic by an unaffiliated solicitor (herein a "Solicitor"), F3Logic may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940 (the "Advisers Act") as well as applicable state securities regulations. Referral fees are paid solely from F3Logic's investment advisory fee and does not result in any additional charges or higher fees to the Client. The Solicitor will provide the Client with a copy of F3Logic's Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

## **Item 15 – Custody**

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F3Logic 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" as detailed in item 12. Clients are required to engage the Custodian to retain their funds and securities and direct F3Logic to utilize the Custodian for the Client's security transactions. F3Logic 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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F3Logic 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 F3Logic. 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 F3Logic will be in accordance with each Client's investment objectives and goals.

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

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F3Logic does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. If the Client directs proxy materials to the Advisor's attention, this does not result in the Advisor assuming responsibility for the voting of proxies. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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## Item 18 – Financial Information

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Neither F3Logic, nor its management, have any adverse financial situations that would reasonably impair the ability of F3Logic to meet all obligations to its Clients. Neither F3Logic, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. F3Logic 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.

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## **Form ADV Part 2A - Appendix 1 Wrap Fee Program Brochure**

This Form ADV 2A – Appendix 1 (“Wrap Fee Program Brochure”) provides information about the business practices and fees for F3Logic, LLC (“F3Logic” or the “Advisor”) when Client transaction costs are included with investment advisory fees as a single bundled fee. F3Logic sponsors this Wrap Fee Program and provides this Wrap Fee Program Brochure as a supplement to the F3Logic Disclosure Brochure, which provides complete details on the business practices of F3Logic. If you did not receive the complete F3Logic Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the F3Logic Disclosure Brochure, please contact us at (419) 445-5000.

F3Logic is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). 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 about F3Logic to assist you in determining whether to retain the Advisor.

Additional information about F3Logic and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 289863.

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## Item 2 – Material Changes

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Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

### Material Changes

Below is a list of the material changes:

- *Form ADV has been amended to reflect that certain advisory fees are payable either monthly or quarterly in advance, pursuant to the terms of the client's agreement.*

### Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program 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 F3Logic.

At any time, you may view the current Wrap Fee Program 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's name or CRD# 289863. You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting us at (419) 445-5000.

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### **Item 3 – Table of Contents**

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## Item 4 – Services Fees and Compensation

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### Services

F3Logic Wealth Management, LLC (“F3Logic” or the “Advisor”) provides customized investment management and related advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the F3Logic Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting F3Logic as your investment advisor.

As part of the investment advisory fee noted in Item 5 of the Disclosure Brochure, F3Logic includes normal securities transaction fees and a platform fee as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees and a platform fee into the single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the F3Logic Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on F3Logic’s investment philosophy and related services.**

**For information regarding this Disclosure Brochure, please contact Jon. P DeSmidt, Chief Compliance Officer at (419) 445-5000.**

### Program Costs

Advisory services provided by F3Logic are offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to F3Logic. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client’s account[s]. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in the Client’s account[s]. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

### Fees

#### Investment Advisory Services

Investment advisory fees are paid either monthly or quarterly, in advance of each calendar month or quarter (the billing period), pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior billing period and are billed at an annual rate of up to 2.00%, depending on level of assets being managed, the complexity of the services to be provided and/or the overall relationship with the Client. In addition to the investment advisory fee, the Client shall pay a platform fee of up to 0.30% annually and an administrative fee paid to the Advisor of up to 0.15% annually. The platform fee is for securities transaction fees, reporting and related services.

Fees for the first partial billing period of service are prorated from the inception date of the account[s] to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fixed annual fee or fixed rate fee or a fee schedule that differs from above. The Client’s fees will take into consideration the aggregate assets under management with Advisor. Investment advisory fees include financial planning and consulting services, unless separately engaged for those services. All securities held in accounts managed by F3Logic will be independently valued by the Custodian. F3Logic will not have the authority or responsibility to value portfolio securities.

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client’s account[s] at the Custodian. The amount due is calculated by applying the applicable rate (annual rate divided by 12 for accounts billed on a monthly basis; annual rate divided by 4 for accounts billed on a quarterly basis) to the total assets under management with F3Logic at the end of the prior billing period. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written

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#### F3Logic, LLC

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authorization permitting F3Logic 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.

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor 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 F3Logic, subject to the usual and customary securities settlement procedures. However, the Advisor typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. F3Logic may consult the Client about the implications of such transactions. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], an adjustment will be made 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.

**As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by F3Logic. Securities transaction fees for Client-directed trades may be charged back to the Client.**

In addition, all fees paid to F3Logic for investment advisory services or part of the Wrap Fee Program 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 may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, trade away fees and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by F3Logic to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

### **Compensation**

F3Logic is the sponsor and portfolio manager of this Wrap Fee Program. F3Logic receives investment advisory fee paid by Clients for investment advisory services covered under this Wrap Fee Program.

## **Item 5 – Account Requirements and Types of Clients**

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F3Logic offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses. F3Logic generally does not impose a minimum size for establishing a relationship. However, certain investments and strategies may require certain minimums for effective implementation. Please see Item 7 – Types of Clients in the Disclosure Brochure for additional information.

## **Item 6 – Portfolio Manager Selection and Evaluation**

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### **Portfolio Manager Selection**

F3Logic serves as the sponsor and portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 of the Disclosure Brochure.

### **Related Persons**

F3Logic's Supervised Persons serve as portfolio managers for services under this Wrap Fee Program. F3Logic does not act as portfolio manager for any third-party wrap fee programs.

### **Supervised Persons**

As noted above, Supervised Persons serve as a portfolio manager for the Wrap Fee Program. Please refer to the complete Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the services provided by F3Logic and the Brochure Supplement for the background of the Supervised Persons of F3Logic.

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### **Performance-Based Fees**

F3Logic does not charge performance-based fees for its investment advisory services. The fees charged by F3Logic 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.

F3Logic 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.

### **Methods of Analysis**

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the research and analysis methods employed by the Advisor.

### **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. F3Logic 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[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. 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.

**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. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.**

### **Voting Client Securities**

F3Logic 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 7 – Client Information Provided to Portfolio Managers**

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F3Logic is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the F3Logic Privacy Policy (included after this Wrap Fee Program Brochure).

## **Item 8 – Client Contact with Portfolio Managers**

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F3Logic is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at F3Logic.

## **Item 9 – Additional Information**

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### **Disciplinary Information and Other Financial Industry Activities and Affiliations**

#### **Disciplinary Information**

F3Logic 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](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 289863. Please see Item 9 of the F3Logic Disclosure Brochure as well as Item 3 of each Advisory Person's

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Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

### **Other Financial Activities and Affiliations**

Please see Items 10 and 14 of the F3Logic Disclosure Brochure as well as Items 4 and 5 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure).

### **Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

F3Logic has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to F3Logic's compliance program (our "Supervised Persons"). Complete details on the F3Logic Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

### **Review of Accounts**

Investments in Client accounts are monitored on a regular basis by Advisory Persons of F3Logic and periodically by its CCO. Please see Item 13 of the Disclosure Brochure (included with this Wrap Fee Program Brochure).

### **Other Compensation**

#### Participation in Institutional Advisor Platform

Where F3Logic does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by F3Logic. As its Advisory Persons are also registered representatives of IFG, F3Logic and its Advisory Persons are limited in the custodian[s] in which they can recommend to Clients. Typically, F3Logic will recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, a related entity of Fidelity Investments, Inc. (collectively "Fidelity"), where the Advisor maintains an institutional relationship.

F3Logic has established institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with Fidelity. 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 Fidelity: 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.

Please see Item 14 – Other Compensation in the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on additional compensation that may be received by F3Logic. The Brochure Supplements for each Advisory Person (also included with this Wrap Fee Program Brochure) provide details on outside business activities and the associated compensation, for all Supervised Person[s] with F3Logic.

#### Client Referrals from Solicitors

If a Client is introduced to F3Logic by an unaffiliated solicitor (herein a "Solicitor"), F3Logic may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940 (the "Advisers Act") as well as applicable state securities regulations. Referral fees are paid solely from F3Logic's investment advisory fee and does not result in any additional charges or higher fees to the Client. The Solicitor will provide the Client with a copy of F3Logic's Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

### **Financial Information**

Neither F3Logic, nor its management has any adverse financial situations that would reasonably impair the ability of F3Logic to meet all obligations to its Clients. Neither F3Logic, nor any of its advisory persons, has been

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subject to a bankruptcy or financial compromise. F3Logic is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance 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: February 1, 2018

### Our Commitment to You

F3Logic, LLC ("F3Logic" 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. F3Logic (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.

F3Logic 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.

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#### F3Logic, LLC

219 N Defiance Street, PO Box 300, Archbold, OH 43502  
Phone: (419) 445-5000

### 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. As certain Advisory Persons of F3Logic are also registered representatives of Independent Financial Group, LLC ("IFG"), IFG will have access to your information for supervision purposes, even if you do not have accounts established with IFG.	Yes	No
<b>Marketing Purposes</b> F3Logic 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 F3Logic 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> F3Logic 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 (419) 445-5000.