

Part 2A of Form ADV:

**FIRM BROCHURE**

Dated: 03/26/2019



**INVESTMENT ADVISORS**

Frost Investment Advisors, LLC | 100 West Houston Street, 15th Floor | San Antonio, TX 78205  
(210) 220-5070 | [www.frostinv.com](http://www.frostinv.com)

This brochure provides information about the qualifications and business practices of Frost Investment Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at phone number 1-210-220-5070 or via email at [FIAComplianceTeam@frostinv.com](mailto:FIAComplianceTeam@frostinv.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about Frost Investment Advisors, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). References to Frost Investment Advisors, LLC as a "registered investment adviser" or descriptions of being "registered" does not imply a certain level of skill or training.

## MATERIAL CHANGES

No material changes have been made to our disclosure brochure since the last annual update, March 30, 2018.

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## ADVISORY BUSINESS

Frost Investment Advisors, LLC (the “Adviser”) is a registered investment adviser with the United States Securities and Exchange Commission (“SEC”), first registered in January of 2008. We are a wholly owned subsidiary of Frost Bank (“Frost”). Frost is a wholly owned subsidiary of Cullen/Frost Bankers, Inc., a financial services holding company offering insurance, brokerage and investment services through the subsidiaries of Frost Bank. Cullen/Frost Bankers, Inc. is publicly traded on the New York Stock Exchange (“NYSE”) under the symbol CFR.

We provide investment advisory services to registered investment companies (mutual funds) through a range of style-based investment approaches including growth equity, value equity, mid cap equity, taxable fixed income and tax-exempt fixed income. All of the mutual funds described above collectively make up the “Frost Funds”. Each mutual fund’s management style, objective and constraints, among other things, are described in the prospectus and should be considered carefully before investing. Accounts are managed internally by the Adviser. Custody services for the mutual funds are provided by MUFG Union Bank, N.A.

We also provide investment advisory services to separately managed accounts (“SMAs”), creating portfolio solutions to meet the specific purposes and/or needs of each client. We provide a range of style-based investment approaches to SMAs including growth equity, value equity, mid cap equity, global equity income, taxable fixed income, tax-exempt fixed income and asset allocation. Guided by the investment policy statement (“IPS”) of the client, the Adviser will make every attempt to accommodate the client’s requests regarding the use of certain securities or types of securities, rating quality requirements, restraints on duration, tax exempt status and liquidity. For those clients who do not present us with an IPS, we will assist the client with constructing one by obtaining the necessary personal and financial information. You may impose reasonable restrictions on investing in certain types of securities or industry sectors, as long as it does not impair our ability to manage your account. It is your responsibility to notify us in writing of any changes to any information provided to us. We do not provide custody services for separately managed accounts. Our affiliate, offers custody services however, each client is allowed to select their custodian of choice.

In addition to the investment advisory services provided to mutual funds and SMAs, we also provide asset allocation models and core models to financial institutions for use with their clients.

The asset allocation models are risk-based and are primarily focused on diversification and minimizing volatility in a portfolio by distributing assets across a broad spectrum of asset classes, including, but not limited to, short-term bonds, intermediate-term bonds, high yield bonds, global bonds, large cap equity, mid cap equity, small cap equity, international equity, emerging markets, real estate, natural resources and cash equivalents. We provide financial institutions and other clients with the asset class weighting for each asset allocation model, and a number of options for each asset class. Options provided within each asset class are composed of proprietary mutual funds, third-party mutual funds and/or other suitable securities. A conflict of interest arises when Frost Funds are recommended for purchase within the asset allocation models provided to our clients, as this would increase the amount of compensation we receive, based on the investment management fee that we receive on Frost Funds. This conflict is further addressed in the [“Fees and Compensation”](#) section. To mitigate the conflict associated with providing a Frost fund option on asset allocation models, the Adviser will provide an alternative non-affiliated mutual fund to be substituted in its place.

The core models encompass a style-based investment approach similar to what is utilized in the Frost mutual funds and SMAs. These style-based models include growth equity, value equity, an equity blend of growth and value, mid cap equity and global equity income. We provide affiliated and non-affiliated financial institutions with notifications identifying our recommendations as to the securities to be purchased, sold or held in each model, as well as the percentage of the model portfolio that would be invested in each underlying security. This information is provided to the client utilizing a trade rotation process described in the [“Brokerage”](#) section. Each institutional client utilizing our core models maintains discretion over all trading activity and implementation of any investment advice received by us. In the event that a client determines to take action on a recommendation to buy or sell a security, they may do so at the same time, prior to, or after we have bought or sold the security within our proprietary portfolio. The client’s activity could result in a positive or negative impact on our ability to execute trades for our own clients. A conflict of interest arises where pertinent information is not disseminated to institutional clients utilizing the core models in a timely fashion, or where one institutional client is continually notified before another.

This conflict is addressed by implementing a “trade notification rotation”, which is further discussed in the [“Brokerage”](#) section.

Institutions utilizing our asset allocation models and core models have the discretion to implement the models as provided or make adjustments as they wish. We do not facilitate any trading in their use of our asset allocations models and core models in relation to the underlying accounts.

As of December 31, 2018, we have \$4,338,021,104 of discretionary assets under management and \$0 non-discretionary assets under management.

## FEES AND COMPENSATION

Advisory fees discussed include payment solely for the investment advisory services provided by the Adviser, which do not include mark-ups, markdowns, payment of brokerage commissions, custody fees or other transaction costs. Custody services may be provided by a qualified custodian of the client’s choosing, including our parent company, Frost Bank. We do not recommend the use of any specific custodian. Brokerage commissions, mark-ups, markdowns, custody fees and other transaction costs are incurred by the client for services received by non-affiliated entities and are separate from the advisory fees incurred from the Adviser. Please refer to the [“Brokerage”](#) section for additional information.

### FEES AND COMPENSATION FOR FROST FUNDS

For advisory services provided to the Frost Funds, the Adviser receives an asset-based fee, which is based on the average daily net asset value of each fund. Advisory fees range from 30-50 basis points (0.30-0.50%) for fixed income management and 50 basis points (0.50%) for equity management annually. The advisory fees for the initial month are prorated, based upon the number of calendar days in the month that the advisory agreement is in effect.

### FEES AND COMPENSATION FOR SEPARATELY MANAGED ACCOUNTS

For advisory services provided to SMAs, the Adviser receives an asset-based fee, based on the market value of the portfolio’s assets under management as of the close of business at month end. Clients are billed in arrears and may select a monthly or quarterly billing cycle. The client has the option to authorize the Adviser to invoice and direct the custodian to debit their custodial account for payment of the advisory fees. For clients directing the Adviser to debit their custodian, written authorization will be required from the client. However, clients always have the option to be invoiced directly for payment of advisory fees.

Advisory fees for SMAs are based on the complexity of the selected investment strategy, and the level of service required by the client and ranges from 8-50 basis points (0.08-0.50%) for fixed income management, 40-50 basis points (0.40-0.50%) for equity management and 5-25 basis points (0.05-0.25%) for multiple asset class management, annually. Advisory fees for the initial month are prorated, based upon the number of calendar days in the month that the advisory agreement is in effect.

The Adviser has a financial incentive for clients to purchase Frost Funds over other mutual funds available based on the compensation they receive rather than your needs which creates a conflict of interest. This conflict of interest is addressed by excluding any assets invested in Frost Funds from the asset-based fee calculation at the close of business each month and reviewing client accounts for appropriate management according to their IPS, on an on-going basis. All clients are informed of our advisory relationship to the Frost Funds. Clients are not required to purchase Frost Funds solely through us. The Frost funds can be purchased through other non-affiliated brokers or agents. Frost funds have a stated investment minimum.

The Adviser reserves the right to change any or all of our fee schedules as agreed upon by the client and Adviser. We may negotiate fees at the sole discretion of our management. Negotiated fees may be higher or lower than the fees stated above. Comparable services for lower fees may be available from other sources. There is a minimum annual advisory fee assessed to a client’s account for investment advisory services. Either party, without penalty, may terminate the advisory agreement, subject to the terms of any advisory agreement in force at that time. Should either party terminate the advisory agreement before the end of a billing period, any unpaid fees for services provided to you will become due and payable immediately. Advisory fees for the final month are prorated, based upon the number of calendar days in the month that the advisory agreement was in effect.

**FEES AND COMPENSATION FOR ASSET ALLOCATION MODELS**

For investment advisory services provided to affiliated or non-affiliated financial institutions utilizing our asset allocation models, the Adviser receives either a flat fee or a single, asset-based fee, which is based on the client's assets under management as of the close of business each month. A conflict of interest arises when Frost Funds are recommended for purchase within the asset allocation models provided to our clients, as this would increase the amount of compensation we receive, based on the investment management fee that we receive on Frost Funds. This conflict of interest is addressed by excluding any assets invested in Frost Funds from the asset-based fee calculation at the close of business each month.

Advisory fees for asset allocation models are based on the selected investment product and level of service required by each client and range from 15-25 basis points (0.15-0.25%), annually. Advisory fees for the initial month are prorated, based upon the number of calendar days in the month that the advisory agreement is in effect.

We reserve the right to change any or all of our fee schedules as agreed upon by the client and Adviser. We may negotiate fees at the sole discretion of our management. Negotiated fees may be higher or lower than the fees stated above. Comparable services for lower fees may be available from other sources.

Either party, without penalty, may terminate the advisory agreement, subject to the terms of any advisory agreement in force at that time. Should either party terminate the advisory agreement before the end of a billing period, any unpaid fees for services provided to you will become due and payable immediately. Advisory fees for the final month are prorated, based upon the number of calendar days in the month that the advisory agreement was in effect.

**FEES AND COMPENSATION FOR CORE MODELS**

For investment advisory services provided to affiliated or non-affiliated financial institutions utilizing our core models, the Adviser receives either a flat fee or a single, asset-based fee, which is based on the institutional client's assets under management as of the close of business each month. Advisory fees for core models are based on the selected investment product and level of service required by each institutional client and range from 15-35 basis points (0.15-0.35%), annually. Advisory fees for the initial month are prorated, based upon the number of calendar days in the month that the advisory agreement is in effect.

We reserve the right to change any or all of our fee schedules as agreed upon by the institutional client and Adviser. We may negotiate fees at the sole discretion of our management. Negotiated fees may be higher or lower than the fees stated above. Comparable services for lower fees may be available from other sources.

Either party, without penalty, may terminate the advisory agreement, subject to the terms of any advisory agreement in force at that time. Should either party terminate the advisory agreement before the end of a billing period, any unpaid fees for services provided to you will become due and payable immediately. Advisory fees for the final month are prorated, based upon the number of calendar days in the month that the advisory agreement was in effect.

**PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

We do not charge any performance-based fees on any accounts, nor do we engage in side-by-side management on any accounts.

**TYPES OF CLIENTS**

We offer investment advisory services to the following types of clients:

- High net worth individuals;
- Banks or thrift institutions;
- Investment companies;
- Pension and profit sharing plans;
- Trusts and estates;

- Charitable organizations;
- Financial advisors or other platforms that offer models;
- Corporations; and
- Endowments.

The Adviser has the option to impose a minimum account size on SMAs at the time of account opening. The basis for an imposed minimum will be dependent upon the time and complexity involved in the development and implementation of the strategy. For accounts imposing investment guidelines and investment restrictions specifically in relation to a fixed income strategy, the minimum account size is \$10 million.

## METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

We use the following methods of analysis and investment strategies in formulating our investment advisory services or managing assets: technical analysis, fundamental analysis and cyclical analysis.

Technical analysis is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's value, but instead use charts and other tools to identify patterns that can suggest future activity.

Fundamental analysis is a method of evaluating a company that has issued a security by attempting to measure the value of its underlying assets. It involves studying overall economic and industry conditions, as well as the financial condition of the company and the quality of its management. Earnings, expenses, assets and liabilities are all important factors for determining the value of a company. This value is then compared to the current price of the company's security to contribute towards the determination of whether to purchase, sell or hold the security.

Cyclical analysis is a form of fundamental analysis that involves making investment decisions based on the different stages of an economic cycle and the potential strength of that industry at a given point in time.

Investing in securities involves risk of loss that you should be prepared to bear.

We use the following investment strategies in implementing each client's investment objective: long-term purchases (securities held at least a year); and short-term purchases (securities held less than a year). A client may place restrictions on the strategies to be used and the characteristics of assets to be held in their portfolio if agreed upon by the Adviser and the client in the executed advisory agreement.

Material risks involved with the methods of analysis and investment strategies we use include, but are not limited to:

- Absolute loss of principal;
- A reduction in earnings (including interest, dividends and other distributions);
- Loss of future earnings;
- Market risk, the possibility for an investor to experience losses due to factors that affect the overall performance of the financial markets in which the investor is involved;
- Interest rate risk, the risk that an investment's value will change due to a change in the absolute level of interest rates, in the spread between two rates, in the shape of the yield curve, or in any other interest rate relationship;
- Issuer risk, the probability of loss resulting from the default of the issuer of a security;
- Management risk, the risk that the investment techniques and risk analyses applied by the Adviser will not produce the desired results and the legislative, regulatory, or tax developments may affect the investment techniques available to the Adviser and the individual portfolio manager in connections with managing the investment strategies. There is no guarantee that the investment objective of the investment strategies will be achieved; and
- General economic risk, the risk that macroeconomic conditions like exchange rates, government regulation, or political stability will affect an investment.

For a detailed list of risks associated with investing in Frost Funds, please refer to the [prospectuses](#) and [statement of additional information](#), which can be obtained from the Adviser's website or upon request.

We believe we manage portfolios with a level of risk that is consistent with each client's stated investment objective, though we cannot guarantee that our efforts will be successful. You should be prepared to bear the risk of loss of your investment.

## DISCIPLINARY INFORMATION

We have no legal or disciplinary events to report that are material to our investment advisory services or the integrity of our management.

## OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Our parent company, Frost Bank, is a wholly owned subsidiary of Cullen/Frost Banker's Inc., a financial services holding company offering insurance, brokerage, and investment services through the subsidiary, Frost Bank, and its affiliates Frost Brokerage Services, Inc., Frost Insurance Agency, Inc. and Frost Investment Services, Inc.

Frost Brokerage Services, Inc., a broker/dealer, Frost Insurance Agency, Inc., a multiline insurance agency, and Frost Investment Services, Inc., a registered investment adviser, are all wholly owned subsidiaries of Frost Bank.

Our President holds the position of Chief Investment Officer of the Frost Wealth Advisors division within Frost Bank. He maintains an active role in the management of trust accounts of clients of Frost Bank, serving as trust administrator and portfolio manager. The duties related to this position represent less than 20% of his assigned responsibilities. Furthermore, our President serves as a Trustee on the mutual fund board of the Frost Family of Funds Trust. Duties as trustee will include overseeing the Trust's service providers, as well as oversight responsibility with respect to risk management performed by such service providers. There is no compensation received in his capacity as trustee on the mutual fund board and duties related to this position represent less than 15% of his assigned responsibilities.

Our Managing Director and National Sales Manager holds the position of Registered Representative of Frost Brokerage Services, Inc. The duties related to this position represent less than 5% of his assigned responsibilities and he does not provide brokerage services to Adviser clients. We do not anticipate any additional persons within the Adviser to be licensed in this way.

As Adviser to the Frost Funds, we purchase and sell securities for the Frost Funds that are also bought and sold for client accounts. We also purchase and sell securities for the Frost Funds and/or specific SMAs that are not suitable for other client accounts. We have developed the below trading policies and procedures in an effort to protect your interests in these situations.

## CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

We have adopted a Code of Ethics (the "Code") to address the Adviser's staff's conduct. The Code focuses on our fiduciary duty to you, personal securities transactions of the Adviser's staff, insider trading, gifts and entertainment and conflicts of interest. The Code includes, but is not limited to, our position on the following topics:

- The duty at all times to place the interests of our clients first;
- All personal securities transactions be conducted in a manner consistent with the Code and to avoid any actual or perceived conflict of interest, or any abuse of an Adviser's staff position of trust and responsibility;
- The Adviser's staff may not take inappropriate advantage of their positions;
- Information concerning a client's financial information, personal information and security holdings are confidential and should be kept secure; and
- Independence in the investment decision-making process is important.

We will provide a copy of the Code to a client or any prospective client upon request.

When purchasing Frost Funds for our clients, a conflict of interest exists to the extent that the total compensation to us is increased, based on the investment management fee that we receive on Frost Funds. This conflict of interest is addressed by excluding any assets invested in Frost Funds from the asset-based fee calculation at the close of business each month. All of our clients are informed of our relationship to the Frost Funds and clients are

not required to purchase Frost Funds.

We also purchase and sell securities in Frost Funds that are also purchased and sold for individual client accounts. We have developed trading policies and procedures in order to protect your interests in these instances.

The Adviser's staff is permitted to engage in personal securities transactions. These transactions create potential conflicts of interest if they were to trade in advance in a security that is owned by a client, or considered for purchase or sale to a client. We have adopted policies and procedures that are reasonably designed to effect transactions for you in a manner consistent with the fiduciary duty owed to you as a client. A person of the Adviser's staff who buys or sells securities of the same securities bought or sold for you may do so only if they are compliant to our written policies and procedures.

## BROKERAGE PRACTICES

When selecting approved broker/dealers for execution of fixed income and equity trades on behalf of discretionary accounts we manage, we consider the following: our past experience with the firm's execution capabilities, the ability of the firm to source liquidity, accessibility to securities having limited markets, the firm's financial stability, and clearance and settlement capabilities. We seek to remain consistent in our duty to obtain best execution under the circumstances, which may not always reflect the best prices or lowest commission rate. A broker/dealer may still be assigned a trade even if they do not provide specialized brokerage or research services.

In regards to equity trades only, we receive third party proprietary investment research and other benefits ("soft dollars") from broker/dealers in connection with clients' securities transactions. We do not receive any products or non-research services in connection with clients' securities transactions. The third party investment research and other benefits received may result in a client paying a commission in excess of the commission another broker/dealer may have charged. Under Section 28(e) of the Securities Exchange Act of 1934 ("Section 28(e)"), this additional cost recognizes an additional value provided by the broker/dealer. The additional services may include: furnishing advice for valuing securities, economic reports, analyst reports on companies or industries, accessibility to meet directly with management, presentations by analysts and invitations to conferences. We believe that access to third party proprietary investment research helps us in the investment decision-making process, resulting in our belief of a better product for you.

Third party proprietary investment research we purchase with soft dollars will be used in servicing any or all of our clients, and will also be used by us for accounts that did not pay commissions to the broker/dealer providing the third party proprietary research. Third party proprietary research products and services received by us are in addition to, and not instead of, the services we perform under our advisory agreements. Advisory fees paid to us are not reduced as a result of receiving this third party proprietary investment research and/or other services.

Unless you specifically direct otherwise in writing, all of our accounts engaged in equity trading participate in the soft dollar arrangements described above. If you choose to direct brokerage activity, you may do so by notifying us in writing. Additionally, by directing brokerage, you may not achieve the most favorable execution and you may pay a higher brokerage commission.

In regard to fixed income, we engage in internal cross transactions when such a trade is in the best interest of both parties. We will not directly or indirectly receive commissions or transaction-based compensation from the trade; we receive no compensation other than our advisory fee. Pricing for such trades shall be based upon the independent current market price of the security. Documentation of each trade will be maintained by the respective trading desk and reviewed on a quarterly basis by our Chief Compliance Officer or their designee.

We participate in the purchase of new issue securities of fixed income. These are securities that have been registered, issued and are being sold on a market to the public for the first time. Our affiliate, the Frost Capital Markets division of Frost Bank, serves as underwriter or as a member of the selling syndicate for new issues. This creates a conflict of interest if the securities are purchased from our affiliate, resulting in additional compensation to our parent company. This conflict of interest is addressed by only purchasing new issues for client accounts from a member of the syndicate that is not affiliated with the Frost Capital Markets division of Frost Bank. The offering price of a new issue is the same regardless of where it is purchased.

In regards to securities trades, we aggregate orders in a bunched, or block, trade(s) when securities are purchased



or sold for multiple client accounts. We must reasonably believe that the block trade is consistent with our efforts to achieve best execution, and will benefit each client participating in the block trade equally. The average price of the security in each block trade is allocated to each account that participates in the trade. Client accounts that participate in the same block trade are charged commissions, if applicable, as described in their advisory agreements.

Prior to entry of a block trade, a written pre-allocation worksheet is generated which identifies the group of client accounts participating in the order. If a block trade cannot be fully executed by the end of the business day, the securities purchased or sold are allocated in a way that is consistent with the initial pre-allocation of the trade. This is done in a way that does not advantage or disadvantage any particular client accounts. If an account is added to the block trade after the first business day of trading, it is accorded a prorated share of the remaining block as it is traded.

Changes in allocation before final execution may be made provided that all client accounts receive fair and equitable treatment. A written explanation of the reason for any material change in the allocation is documented no later than the morning following the execution of the trade.

It is our policy that a client must not be disadvantaged for trade errors attributed to us. Trades are amended to reflect the original intent of the client. If this change results in a loss, we will reimburse this loss to you. If this change results in a gain, that gain is applied to your account.

We do not receive client referrals from executing broker/dealers.

For institutional clients using our core models, we have developed a “trade notification rotation” process that aims to notify institutional clients of all model changes in a timely and efficient manner. Any time a change is made to one of the core models, the purchase of a new security, the complete liquidation of a security, or a rebalancing of the model weights, a notification is sent out to each institutional client. A conflict of interest arises when a particular institutional client receives notification before another institutional client. This conflict of interest is addressed by rotating the sequence to which each institutional client is notified of a core model change.

## REVIEW OF ACCOUNTS

Client accounts are reviewed by an Investment Adviser Representative (“IAR”) and the CCO or CCO’s designee, at least quarterly, for compliance with the stated investment objective and/or the investment policy statement, level of risk, holdings and asset weightings. All findings from the client account reviews are reported directly to management of the Adviser. A written report summarizing performance for a given period is delivered to each client on a regular basis. The frequency of reporting is determined by the advisory agreement which is agreed upon by the client and Adviser, but no less frequent than annually.

## CLIENT REFERRALS AND OTHER COMPENSATION

We compensate eligible employees and/or employees of our affiliates who refer clients to us for investment advisory services. We participate in a program sponsored by our parent, Frost Bank, and our affiliates to pay the individual making the referral a percentage of the fee paid to us by clients that are determined to have become clients as a result of our affiliate’s direct or indirect efforts. These payments are taken from the stated advisory fee charged by us and does not result in an increase in the amount of fees paid by you or any client. A conflict of interest exists where a bank or affiliated employee making the referral has a financial incentive to direct the referral to us over our affiliates, based on the referral fee they receive. Any solicitation or referral arrangements will comply with applicable laws and regulations that govern the payment of referral fees.

## CUSTODY

We do not provide custody-related services. However, when our affiliate, Frost Bank is selected by the client to serve as custodian for a separately managed account, we are deemed to have custody. In addition, the President of the Adviser holds the position of Chief Investment Officer of the Frost Wealth Advisors division within Frost Bank. He maintains an active role in the management of trust accounts with Frost Bank, serving as an administrator and portfolio manager for trust accounts of clients of Frost Bank. As a result of his dual role, we are deemed to have custody of certain client accounts of our affiliate, Frost Bank. For the Adviser's SMAs who have selected a custodian other than our affiliate and have authorized us to calculate and direct debit their custodian, we are deemed to have custody. Clients of the Adviser are not required to utilize our affiliate for custody services. However, a separate agreement is required with our affiliate or any other qualified custodian.

You will receive statements from your custodian reflecting the account activity and holdings at least quarterly. If you have requested Frost Bank as custodian, you may request to have online access to view your account activity and performance through their system. You should carefully review the statements received from your custodian and verify that the transactions in your account are consistent with your stated investment objective or IPS. As disclosed above, any custody fee is separate from the advisory fee charged to you for investment advisory services provided by us.

## INVESTMENT DISCRETION

All of our accounts are managed on a discretionary basis. The type and amount of securities to be bought and sold in these accounts does not require advance approval from you. We also have the authority to choose the broker-dealer used for each trade, as well as to negotiate commissions on your behalf. Prior to assuming discretionary authority over a client's account, an advisory agreement will be negotiated and agreed upon by the client and the Adviser. After the advisory agreement is signed and fully executed, we assume full investment discretion over the account, as described above. Financial institutions utilizing our models maintain discretion over all assets they manage, including all trading activity and implementation of any recommendations received from us.

## VOTING CLIENT SECURITIES

Unless otherwise directed by you in writing, proxy ballots for securities held in your accounts are voted internally by the Adviser, or by utilizing a selected third party vendor. We have adopted policies and procedures designed to prevent conflicts of interest from influencing proxy voting decisions made on behalf of your accounts, and to verify that our decisions are in compliance with our fiduciary obligations to you. Our proxy voting policies and procedures, including information on how your securities were voted, are available upon written request.

Furthermore, when advised by the client's custodian or the client, the Adviser will make elections on class action lawsuits involving securities owned on your behalf.

## FINANCIAL INFORMATION

We are not aware of any financial condition that is reasonably likely to impair our ability to meet our contractual commitments to you.