



**FIRM BROCHURE  
FORM ADV, PART 2A**

**ITEM 1 – COVER PAGE**

**Plexus Financial Services, LLC**

**21805 Field Parkway, Suite 320**

**Deer Park, IL 60010**

**p. (847) 307-6222**

**f. (847) 307-6299**

**[www.plexusfs.com](http://www.plexusfs.com)**

THIS BROCHURE PROVIDES INFORMATION ABOUT THE QUALIFICATIONS AND BUSINESS PRACTICES OF PLEXUS FINANCIAL SERVICES, LLC TO HELP YOU DETERMINE WHETHER TO HIRE OR RETAIN US AS AN INVESTMENT ADVISER. IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS BROCHURE, PLEASE CONTACT US AT (847) 307-6222. 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. PLEXUS FINANCIAL SERVICES, LLC IS A REGISTERED INVESTMENT ADVISOR AND WHOLLY OWNED SUBSIDIARY OF THE PLEXUS GROUPE, LLC. REGISTRATION DOES NOT IMPLY A CERTAIN LEVEL OF SKILL OR TRAINING.

ADDITIONAL INFORMATION ABOUT PLEXUS FINANCIAL SERVICES, LLC ALSO IS AVAILABLE ON THE SEC'S WEBSITE AT [WWW.ADVISERINFO.SEC.GOV](http://WWW.ADVISERINFO.SEC.GOV).

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**ITEM 2: SUMMARY OF MATERIAL CHANGES**

This Firm Brochure is prepared according to the SEC's guidelines, and thus is materially different in structure from our previous Form ADV Part 2A. You should read this entire brochure and contact us if you have any questions.

Investment advisers must update the information in their Form ADV, Part 2A, when a material change has occurred. Plexus Financial Services, LLC is updating its Form ADV, Part 2A to report the following:

**ANNUAL UPDATE**

In the past we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary. We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

**ITEM 5. FEES AND COMPENSATION**

Plexus Financial Services, LLC has provided detailed clarification and disclosure related to Fees and Compensation received in exchange for services. As a result, Item 5. Fees and Compensation has been updated in its entirety. Please review the updated sections on pages 5 and 6 of this brochure.

**ITEM 10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

This section has been updated to include reference to other economic benefits, client referral and solicitor compensation, as well as details regarding our policy on related party transactions which are referenced in Item 14. Client Referrals and Other Compensation on pages 9 and 10 of this brochure.

**ITEM 11. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

This section has been updated to include:

**PERSONAL TRADING**

PFS has a policy in place to monitor the personal securities transactions & holdings of each of the IARs. Any IAR wishing to have an account outside the Firm must receive approval by the Chief Compliance Officer prior to opening the account. The Chief Compliance officer or his/her designee will be responsible for monitoring of all IAR account activity in order to detect any potential conflicts of interest.

**ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION**

Plexus Financial Services, LLC has provided detailed clarification and disclosure related to indirect compensation. We have provided sections specific to other economic benefits received, disclosure related to client referral and solicitor compensation, as well as our policy on related party transactions. As a result, Item 14. Client Referrals and Other Compensation has been updated in its entirety. Please review the updated sections on Pages 9 and 10 of this brochure.

**BROCHURE AVIALABILITY**

You may request a complete copy of our current Firm Brochure free of charge at any time by contacting Plexus Financial Services, LLC. Our Brochure is also available on our Website [www.plexusfs.com](http://www.plexusfs.com).

Mail: Plexus Financial Services  
Attn: PFS Compliance Department  
21805 Field Parkway, Suite 300  
Deer Park, IL 60010  
Phone: (847) 307-6222  
Fax: (847) 307-6299  
Email: [cducharme@plexusfs.com](mailto:cducharme@plexusfs.com)

Additional information about PFS is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with PFS who are registered, or are required to be registered, as investment adviser representatives of PFS.

**ITEM 3: TABLE OF CONTENTS**

<b>Item 1:</b>	Cover Page	1
<b>Item 2:</b>	Summary of Material Changes	2
<b>Item 3:</b>	Table of Contents	3
<b>Item 4:</b>	Advisory Business	4
<b>Item 5:</b>	Fees and Compensation	5
<b>Item 6:</b>	Performance Based Fees & Side-by-Side Management	7
<b>Item 7:</b>	Types of Clients	7
<b>Item 8:</b>	Methods of Analysis, Investment Strategies, & Risk of Loss	7
<b>Item 9:</b>	Disciplinary Information	8
<b>Item 10:</b>	Other Financial Industry Activities and Affiliations	8
<b>Item 11:</b>	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	8
<b>Item 12:</b>	Brokerage Practices	9
<b>Item 13:</b>	Review of Accounts	9
<b>Item 14:</b>	Client Referrals and Other Compensation	9
<b>Item 15:</b>	Custody	10
<b>Item 16:</b>	Investment Discretion	10
<b>Item 17:</b>	Voting Client Securities	10
<b>Item 18:</b>	Financial Information	10
<b>Item 19:</b>	Requirements for State-Registered Advisors	10
	Cover Page – ADV Part 2B Supplement	A1
	Table of Contents	A2
	Keith R. Hamann	A3
<b>Form ADV Part 2B:</b>	Pamala D. Appell	A5
	Raniel Iniguez	A6
	Carol E. Specht	A8
	Michael Iannaccone	A10

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**ITEM 4. ADVISORY BUSINESS**

Plexus Financial Services, LLC, ("PFS") is a SEC registered investment adviser based in Deer Park, Illinois, organized as a limited liability company under the laws of the State of Illinois. PFS has provided investment advisory services since 2010 as a wholly-owned subsidiary of The Plexus Groupe, LLC, which is a full-service retail insurance agency. This brochure focuses on the products and service we provide to our corporate Clients, primarily related to company-sponsored retirement plans and other limited consulting activities.

**PORTFOLIO MANAGEMENT SERVICES**

PFS provides retirement plan consulting and investment advising services on fund menu design, investment monitoring, fund replacement(s), employee education, provider search and selection, legislative updates and technical support (collectively "Services"). Ultimately, the selection of which investments are to be made available for the Employer Sponsored Retirement Plan ("Plan") remain with the Plan Sponsor as the Responsible Plan Fiduciary ("RPF") or, to the extent the Plan Sponsor has delegated its investment authority to an investment Committee ("Committee"), the Committee on behalf of an Employer Sponsored Retirement Plan ("Plan"), collectively ("Client").

**INDEPENDENT PLAN INVESTMENT ADVICE**

Plexus Financial Services, LLC may provide Independent Plan Investment Advisory Services to Clients in selecting and monitoring investment options for the Plan. The Client is solely responsible for the selection of the investment platform, recordkeeping and other services for the Plan. Based upon the investments available to the Plan, PFS will assist the Client in selecting and monitoring investment options, which are consistent with the asset classes selected by the RPF in the Plan's Investment Policy Statement ("IPS"), to make available to Plan participants and beneficiaries ("Plan Participants"). PFS uses proprietary and third-party research tools to formulate the advice and will provide quarterly reports and/or other information as the Client may reasonably request to assist the Client in meeting its responsibility to prudently select and periodically monitor investment options available under the Plan. Depending on the Services provided to the Plan, PFS may act as a Co-Fiduciary under Section 3(21) (A)(ii) of the Employee Retirement Income Security Act of 1974 (ERISA), and the Client will retain sole discretion and responsibility as to whether to implement the recommendations with the Plan's recordkeeper or third-party administrator.

**INDEPENDENT PORTFOLIO ALLOCATION**

Plexus Financial Services, LLC may provide Independent Portfolio Allocation Services to Clients. Unless PFS has been engaged by the Client to provide Independent Plan Investment Advice, PFS will use the investment options selected by the Client or a delegate thereof to construct a series of well-diversified model and/or managed portfolios to be included as investment options available to Plan Participants through the Plan. The model and/or managed portfolios will seek to achieve varying degrees of long-term appreciation and capital preservation, subject to the Client's stated investment guidelines, through a mix of equity and fixed income exposures offered as investment options under the Plan. PFS may include company stock or investment options made available through mutual fund and/or brokerage windows in the model and/or managed portfolios however PFS will not accept or assume any responsibility or liability for such investments or the inclusion of those investments. In rendering Independent Portfolio Allocation Services and depending on the Services provided to the Plan, PFS may act as a Co-Fiduciary under Section 3(21) (A)(ii) of the Employee Retirement Income Security Act of 1974 (ERISA). When providing services as a Co-Fiduciary under the Act and section 3(21) (A)(ii) of ERISA, PFS will act solely in the best interest of the Plan's Participants. Unless PFS is also providing Independent Plan Investment Advice to the Plan, PFS has no obligation, fiduciary or otherwise, to select and monitor the individual investment options made available under the Plan. The Agreement executed with the Client will determine the Services provided by PFS.

**TYPES OF INVESTMENTS**

The primary types of investments PFS advises on are mutual funds (most efficient share class) and group annuities. PFS may advise on any type of investment deemed appropriate based on stated goals and objectives. PFS may also provide advice on any type of investment held in the portfolio at the inception of our advisory relationship as outlined within the Agreement. PFS does not use wrap fee programs. Clients may request that we refrain from investing in particular securities or certain types of securities however specific restrictions must be provided to PFS in writing.

**GENERAL CONSULTING**

Occasionally, PFS does engage in various short-term consulting assignments for its corporate clients related to evaluation of retirement plans, review of investments/portfolios, Requests for Proposals (RFP), and related Due Diligence specific to our client's transactional activities. These services are contract/engagement specific and the fees received are outlined within the terms and conditions of each engagement.

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**ITEM 5. FEES AND COMPENSATION**

**FEES:** PFS provides Services on a non-discretionary basis using the following compensation methods as agreed upon at the direction of the Client:

- 1) Hourly Fee
- 2) Quarterly Participant Fee (based upon plan participants)
- 3) Annual Participation Fee (based upon plan participants)
- 4) Flat Dollar Fee (negotiable)
- 5) Annualized Fee (based upon Plan assets)

The preceding Fees are either billed directly to the Client or deducted from Plan assets through the following methods: (i) 12b-1 fees deducted from Plan investments (ii) Percentage fee deducted from Plan investments (iii) Flat Fee deducted from Plan investments (iv) Flat Fee deducted from forfeiture account (v) Flat Fee deducted from ERISA budget account. Fees are billed according to the option(s) indicated below as agreed upon with the Client. Such billing period is the "Fee Period." For purposes of determining and calculating Fees, Plan assets are based on Included Assets.

- 1) One-Time Fee
- 2) Quarterly in arrears, based upon the total asset value of Client's account at the end of each quarter. Such Fees are due and payable the following business day. Upon termination of the Agreement, PFS will be due the applicable Fee based on a pro-rata basis for the number of days during the quarter which the Client received investment advisory consulting services. A statement of assets being advised on may be requested.
- 3) Quarterly in advance. The initial Fee will be calculated from the date of this agreement or when the account is funded, to the end of the quarter. Subsequent Fees shall be based upon the total asset value of Client's account at the end of the previous quarter. Such Fees are due and payable the following business day. A statement of assets being advised on may be requested
- 4) Monthly in arrears, based upon the total asset value of Client's account at the end of each month. Such Fees are due and payable the following business day. Upon termination of the Agreement, PFS will be due the applicable Fee based on a pro-rata basis for the number of days during the month which the Client received investment advisory consulting services. A statement of assets being advised on may be requested.
- 5) Monthly in advance. The initial Fee will be calculated from the date of this agreement or when the account is funded, to the end of the month. Subsequent Fees will be based upon the total asset value of Client's account at the end of the previous month. Such Fees are due and payable the following business day. A statement of assets being advised on may be requested.

**COMPENSATION:** PFS is compensated in a variety of ways from both our Clients as well as the financial institutions recommended to and selected by advisory Clients. Please note this section is general in nature and provides details as to the different compensation methods utilized by PFS. For a specific breakdown of both direct and indirect Fees, please consult the sections outlining both the direct and indirect compensation paid specific to your Plan within the Agreement as well as the ERISA 408(b)(2) Fee Disclosure brochures. For any specific questions related to Fees, the Agreement, or ERISA 408(b)(2) Fee Disclosure please contact your advisor. General descriptions of compensation arrangements are outlined below:

**Hourly Fees** – Some Clients may negotiate an Hourly Fee for Services in lieu of, or in addition to, Fees paid by financial institutions recommended to and selected by Clients. Fee agreements are in writing, pursuant to an Agreement, which sets forth the Services to be provided by PFS, the compensation to be paid directly and/or indirectly to PFS, and the terms of engagement. The Fee may be collected in whole, or in part, through the crediting of Fees collected by PFS by the financial institutions recommended to and selected by Clients

**Participant Based Fees** – Some Clients may negotiate a Participant Based Fee for Services based on the number of Plan Participants on a quarterly or annual basis for Services in lieu of, or in addition to, Fees paid by financial institutions recommended to and selected by Clients. Fee agreements are in writing, pursuant to an Agreement, which sets forth the Services to be provided by PFS, the compensation to be paid directly and/or indirectly to PFS, and the terms of engagement. The Fee may be collected in whole, or in part, through the crediting of Fees collected by PFS by the financial institutions recommended to and selected by Clients

**Flat Rate Fees** – Some Clients may negotiate a Flat Rate Fee for Services in lieu of, or in addition to, Fees paid by financial institutions recommended to and selected by Clients. Fee agreements are in writing, pursuant to an Agreement, which sets forth the Services to be provided by PFS, the compensation to be paid directly and/or

indirectly to PFS, and the terms of engagement. The Fee may be collected in whole, or in part, through the crediting of Fees collected by PFS by the financial institutions recommended to and selected by Clients

**Flat Percentage Fees** – Some Clients may negotiate a Flat Percentage Fee as a percentage of Total Plan assets or contributions for Services in lieu of, or in addition to, Fees paid by financial institutions recommended to and selected by Clients. Fee agreements are in writing, pursuant to an Agreement, which sets forth the Services to be provided by PFS, the compensation to be paid directly and/or indirectly to PFS, and the terms of engagement. The Fee may be collected in whole, or in part, through the crediting of Fees collected by PFS by the financial institutions recommended to and selected by Clients

**Annualized Fees** – Some Clients may negotiate an Annualized Fee as a percentage of Total Plan assets or contributions for Services in lieu of, or in addition to, Fees paid by financial institutions recommended to and selected by Clients. Fee agreements are in writing, pursuant to an Agreement, which sets forth the Services to be provided by PFS, the compensation to be paid directly and/or indirectly to PFS, and the terms of engagement. The Fee may be collected in whole, or in part, through the crediting of Fees collected by PFS by the financial institutions recommended to and selected by Clients

**Advisor Fees** – Some Clients may negotiate an Advisor Fee for Services in lieu of, or in addition to, Fees paid by financial institutions recommended to and selected by Clients. The amount of the advisor Fee may vary depending on several factors specific to each Plan. Further, Advisor Fees can vary from transaction to transaction. Fee agreements are in writing, pursuant to an Agreement, which sets forth the Services to be provided by PFS, the compensation to be paid directly and/or indirectly to PFS, and the terms of engagement. The Fee may be collected in whole, or in part, through the crediting of Fees collected by PFS by the financial institutions recommended to and selected by Clients

**Indirect/Bonus Fees** – Some financial institutions recommended to and selected by advisory Clients agree to make bonus payments to PFS based on set goals for all or a portion of the assets PFS placed with the financial institution annually. The set goals may include volume, retention and/or growth thresholds. As the amount of Indirect/Bonus Fees earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of Indirect/Bonus Fees attributable to any given client typically will not be known at the time of placement. The receipt of Indirect/Bonus Fees payment could be viewed as a conflict of interest; however, you are in no way obligated to utilize the financial institution recommended by PFS or to retain PFS for Services. Comparable services and/or lower Fees may be available through other firms.

#### **ADDITIONAL CLIENT FEES/EXPENSES**

*Mutual Fund Fees* - as mutual funds pay Fees to Advisors and those Fees will be indirectly charged to all Plan Participants holding mutual fund shares, Clients with mutual funds in their portfolios are effectively paying both PFS, and the financial institution, for the management of their assets. To fully understand the total cost to the Plan as well as the Plan Participants, please review all Fees charged by mutual funds within the Plan, PFS, and any other parties related to your Plan.

#### **OTHER ECONOMIC BENEFITS**

Occasionally, PFS employees participate in promotional events as well as both on and off-site training and development conferences, hosted and/or sponsored by the financial institutions recommended to and selected by Clients. Fees and travel related expenses related to these events as well as both on and off-site training are generally covered by the financial institutions. Further, some of the financial institutions recommended to and selected by advisory Clients may contribute as sponsors to various PFS team events and functions. The receipt of payment of such sponsorships or other economic benefits could be viewed as a conflict of interest; however, you are in no way obligated to utilize the financial institution recommended by PFS or retain PFS for Services. Comparable services and/or lower Fees may be available through other firms.

During 2018, PFS received indirect compensation with a monetary value of less than \$1,000 from Principal Financial Services, Inc., Janus Henderson Investments, John Hancock Retirement Services, Prudential Financial, and The Standard, in the form of covered travel, lodging and entertainment expenses in an effort to have our staff attend training, seminars, and industry events specific to the individual financial institutions.

In an effort to limit any impact caused by acceptance of indirect compensation PFS limits the monetary value of any participants attendance to \$1,000 per event and \$2,500 from any single Financial Institution during any fiscal period.

**ITEM 6. PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are based on a share of capital gains or capital appreciation of a Client's account. Fees collected are not calculated based on capital gains, or capital appreciation of, the funds in Client's advisory accounts. Plexus Financial Services, LLC does not accept performance-based fees or participate in side-by-side management.

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**ITEM 7. TYPES OF CLIENTS**

Plexus Financial Services, LLC offers investment consulting/advisory services to employer-sponsored retirement Plans and other corporate entities. Our Clients generally consist of the Plan Sponsor (or to the extent the Plan Sponsor has delegated its investment authority to an investment committee), as the Responsible Plan Fiduciary on behalf of a Retirement Plan.

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**ITEM 8. METHODS FOR ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF LOSS****METHODS FOR ANALYSIS**

In providing our investment consulting/advisory services, we review available quantitative data to analyze and screen the investment options within a Plan. The primary sources of information utilized by PFS include third party financial software, financial publications, annual reports, prospectuses, press releases and Securities and Exchange Commission filings. Performance, expense and other data relating to specific funds is generally obtained through third-party databases, including Morningstar and Retirement Plan Advisory Group, Inc. ("RPAG"), and may be obtained through other sources.

PFS applies a variety of criteria in choosing funds for each asset class, including historical returns, fee ratios, management tenure and several other criteria, the application of which may cause a recommended portfolio to be theoretically less efficient than it may have been had other fund recommendations been made. Additionally, PFS's ability to match funds to asset classes for any given Plan is limited, potentially significantly, due to limitations in the number and/or types of funds offered in any particular Plan.

Please note that general portfolio recommendations provided by PFS to a Client do not take into account investments and other assets held by any Plan Participant, individually, or outside of that Plan. We strongly urge Clients to direct Plan Participants to speak with a qualified investment professional to assist with their individual allocations and goals. Additionally, as PFS is reliant upon Plan Participants and other parties to provide updated Plan information, recommendations made by PFS may not always capture or include changes to a roster of funds offered in a given Plan if those changes are not properly communicated.

**TAX CONSIDERATIONS**

Plan Participants must consider the impact, if any, that an investment in or a distribution from a retirement account may have an impact on your tax situation. Potential tax consequences may exist. PFS does not provide tax advice and encourages you to consult with a tax professional with any specific questions.

**RISK OF LOSS & OTHER LIMITATIONS**

Investing in mutual funds and other investments involves risk, including the risk of a loss of principal, considered Principal Risk. There is no guarantee that PFS's investment methodology will result in a positive investment return for any Client portfolio. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met.

Past performance is in no way an indication of future performance. Clients should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities of any kind (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risks associated with investing, PFS is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results or insulate Clients from losses due to market corrections or declines. Further, the Plan as well as the individual investment vehicles selected (as well as their specific underlying securities) may be subject to a variety of risk(s) including, but not limited to the following:

**Market Risk** – is the possibility for an investor to experience losses due to factors that affect the overall performance of the financial markets in which they may be involved. Market risk, also called "systematic risk," cannot be eliminated through diversification. Individual company stock is susceptible to general stock market

fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change.

**Business Risk** - When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and may be reduced through appropriate diversification.

**Credit/Default Risk** - When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments.

**Inflation Risk** - Investors who depend on set amounts of periodically paid income related to bonds or fixed annuities face the risk that inflation may erode their spending power. Fixed-income investments receive set, regular payments that face the same inflation risk.

**Exchange Traded Fund (ETF) and Mutual Fund Risk** – When investing in an ETF or mutual fund, investors may bear additional expenses including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds.

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**ITEM 9. DISCIPLINARY INFORMATION**

Our firm has been registered and providing investment advisory services since 2010. Neither our firm nor any of our management personnel has any reportable disciplinary information.

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**ITEM 10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

PFS also operates as a broker-dealer registered with Financial Industry Regulatory Authority (FINRA). Individuals affiliated with PFS may be both investment advisory agents and registered representatives. Many representatives associated with PFS are also licensed to sell insurance products with the states in which they are licensed and are appointed by various insurance companies.

PFS is a wholly-owned subsidiary of The Plexus Groupe, LLC (“TPG”), which is a full-service retail insurance agency. PFS Clients may also be Clients of TPG. The services offered, and fees paid through TPG are separate and distinct from the investment consulting/advisory services offered and fees paid through PFS. If PFS recommends any insurance products for which they or our firm will receive some form of payment and the Client elects to purchase them, it creates an inherent risk for a conflict of interest which we address in disclosing it here.

Clients are under no obligation to purchase insurance products, securities products or other products or services through PFS and its associated persons. While PFS and its representatives endeavor at all times to put the interest of the clients first as part of PFS’ fiduciary duty, clients should be aware that the receipt of additional compensation itself creates a conflict of interest and may potentially affect the judgment of these individuals when making recommendations.

Additional details regarding other economic benefits, client referral and solicitor compensation, as well as details regarding our policy on related party transactions can be referenced in **ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION** on page 9 and 10 of this brochure.

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**ITEM 11. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

PFS strives to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons which is reviewed continuously and requires acknowledgement annually. Our goal is to protect Client interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about Clients by persons associated with PFS. Clients or prospective Clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

It is our firm's policy that employees must not disclose, directly or indirectly, any confidential information to anyone other than firm personnel and authorized professional advisors such as broker dealers, attorneys, and accountants who need such information in order to perform their professional services.



**PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS**

Neither our firm nor any of our Associated Persons has any material financial interest in Client transactions beyond the provision of our Services, activities as a registered representative, and activities as a licensed insurance agent, as otherwise disclosed in the *Advisory Business* section and *Fees and Compensation* section of this Brochure.

**PERSONAL TRADING**

PFS has a policy in place to monitor the personal securities transactions & holdings of each of the IARs. Any IAR wishing to have an account outside the Firm must receive approval by the Chief Compliance Officer prior to opening the account. The Chief Compliance officer or his/her designee will be responsible for monitoring of all IAR account activity in order to detect any potential conflicts of interest.

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**ITEM 12. BROKERAGE PRACTICES**

We are an introducing broker dealer and therefore do not buy or sell any securities directly nor do we hold (maintain custody of) any customer securities or cash. PFS may recommend a record keeper should a Client require such.

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**ITEM 13. REVIEW OF ACCOUNTS**

The Investment Advisory Representative of our firm assigned to your account(s) will monitor your mutual fund and/or annuity accounts on a periodic basis (generally quarterly) to ensure the advisory services provided to you are consistent with your stated investment objectives as outlined. Furthermore, we will offer to provide general educational assistance or awareness to Plan participants. At no time, will the investment advisor representative recommend individual mutual funds or annuities to an individual Plan Participant.

You will receive trade confirmations and monthly or quarterly statements from your account record keeper.

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**ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION****OTHER ECONOMIC BENEFITS**

Occasionally, PFS employees participate in promotional events as well as both on and off-site training and development conferences, hosted and/or sponsored by the financial institutions recommended to and selected by Clients. Fees and travel related expenses related to these events as well as both on and off-site training are generally covered by the financial institutions. Further, some of the financial institutions recommended to and selected by advisory Clients may contribute as sponsors to various PFS team events and functions. The receipt of payment of such sponsorships or other economic benefits could be viewed as a conflict of interest, however, you are in no way obligated to utilize the financial institution recommended by PFS or retain PFS for Services. Comparable services and/or lower Fees may be available through other firms.

During 2018, PFS received indirect compensation with a monetary value of less than \$1,000 from Principal Financial Services, Inc., Janus Henderson Investments, John Hancock Retirement Services, Prudential Financial, and The Standard, in the form of covered travel, lodging and entertainment expenses in an effort to have our staff attend training, seminars, and industry events specific to the individual financial institutions.

In an effort to limit any impact caused by acceptance of indirect compensation PFS limits the monetary value of any participants attendance to \$1,000 per event and \$2,500 from any single Financial Institution during any fiscal period.

**CLIENT REFERRALS AND OTHER COMPENSATION**

In its capacity as a broker-dealer, PFS may earn brokerage commissions and/or fees from the sale of services of investment products. Commissions vary depending upon the type of security and service offered. PFS may receive 12b-1 distribution fees and/or sales commission from investment companies in connection with the placement of client funds into investment company products as set forth in the prospectus or other disclosure brochure for the investment company.

Where allowable by law, according to state securities regulations and The Investment Advisors Act of 1940 and associated SEC rules, PFS may pay third-party (non-employee) consultants, individuals, and/or entities ("Solicitors") for client referrals. In order to receive a referral Fee from our firm, Solicitors must comply with SEC Rule 206(4)-3 under the Investment Advisors Act of 1940 as well as the requirements of the specific jurisdictions applicable. Under SEC Rule 206(4)-3, a Solicitor referral arrangement between an investment advisor and third-party (non-employee) Solicitor must be in writing, which includes provisions outlining the following: (a) the scope of the Solicitor's activities; (b) a covenant by the Solicitor to perform such activities consistent with instructions of the investment advisor and in compliance with the Investment Advisors Act of 1940 and associated rules; and (c) a covenant by the Solicitor to provide the client with a copy of the investment Advisor's Form ADV Part 2A and a separate written Solicitor disclosure. If you were referred to our firm by a Solicitor, you will have received a copy of this 408(b)(2) Fee Disclosure along with the Solicitor's disclosure statement at the time of the referral.

If you decide to become a Client, and the Solicitor complies with the requirements as outlined above, the Solicitor that referred you to our firm will receive a percentage of the Fees you pay PFS for as long as you are a Client with our firm, or until such time as our written agreement with the Solicitor expires. You will not pay additional Fees because of this referral arrangement. Referral Fees paid to a Solicitor are contingent upon your entering into an Agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for Services. The payment of such referral Fees could be viewed as a conflict of interest; however, you are in no way obligated to retain PFS for advisory services. Comparable services and/or lower Fees may be available through other firms. For reference, we have provided our statement on Related Party Transactions as well as our Conflict of Interest Policy below.

#### **RELATED PARTY TRANSACTIONS**

PFS is a direct subsidiary of The Plexus Groupe LLC ("TPG"), an independent, privately owned retail insurance agency. Our Clients may also be Clients of TPG. The services offered, and fees paid to TPG are separate and distinct from the Services offered and Fees paid to PFS. If our IAR's recommend any insurance products for which TPG or PFS will receive some form of compensation, and the client elects to purchase those products, it creates an inherent risk for a conflict of interest; however, you are in no way obligated to retain PFS for advisory services. Comparable services and/or lower Fees may be available through other firms.

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#### **ITEM 15. CUSTODY**

PFS does not have physical custody of any Client funds. Client funds are held with a qualified custodian. The Client will receive account statements from the independent, qualified custodian holding funds at least quarterly. The account statements from the custodian will indicate the amount of our Fees deducted from your account each billing period. Clients are advised to carefully review account statements for accuracy.

If you have a question regarding your account statement, or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

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#### **ITEM 16. INVESTMENT DISCRETION**

Our firm will manage your account on a non-discretionary basis which means we will obtain your approval prior to implementing any changes to your Plan. You have an unrestricted right to decline to implement any advice provided by our firm. Again, we will not recommend individual mutual funds or annuities to individual Plan participants. Our advice is limited to following and maintaining an individual's investment strategy.

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#### **ITEM 17. VOTING CLIENT SECURITIES**

Clients and Plan Participants are responsible for receiving and voting proxies for any investment included within the Plan. PFS does not have the authority and will not vote proxies on anyone's behalf.

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#### **ITEM 18. FINANCIAL INFORMATION**

PFS does not have any financial impairments that would prevent us from meeting our contractual commitments. PFS does not take physical custody of Client funds or serve as trustee or signatory for Client accounts, and, do not require the pre-payment of more than \$1,200 in Fees six or more months in advance. As such, PFS is not required to include a financial statement with this brochure.

#### **FINANCIAL INFORMATION**

PFS does not have discretionary authority or custody over Client or Plan Participant funds or securities.

PFS has not been the subject of a bankruptcy petition.

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#### **ITEM 19. REQUIREMENTS FOR STATE-REGISTERED ADVISERS**

This section is not applicable to PFS as we are Federally Registered Investment Advisor with the SEC and as such, provide notice filings to individual states as necessary.