



Archford Capital Strategies, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 28, 2022

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Archford Capital Strategies, LLC (“Archford” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (618) 416-7085.

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

Additional information about Archford and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 164482.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure 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 Persons of Archford

Archford believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Archford encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

The following material change has been to this Disclosure Brochure since the last annual amendment filing:

- Effective January 1, 2022, Archford has transitioned 100% ownership from James D. Maher to Jennifer M. Maher. Please see Item 4 for additional information.
- The Advisor engages an unaffiliated third party to provide Clients with class action related services. Please see Item 17 for additional information.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Archford.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 164482. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (618) 416-7085.

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Item 4 – Advisory Services

A. Firm Information

Archford Capital Strategies, LLC (“Archford” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a limited liability company (“LLC”) under the laws of the State of Delaware. Archford was founded in March 2013, and is owned by Jennifer M. Maher (Member) and operated James D. Maher (Principal). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Archford.

B. Advisory Services Offered

Archford offers investment advisory services to individuals, high net worth individuals, trusts, estates, pension and profit-sharing plans, charitable organizations, corporations and businesses (each referred to as a “Client”). It is Archford’s mission to help its Clients incorporate clear, effective and comprehensive strategies designed to not only facilitate their finances, but their lives.

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Archford’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services

Archford provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary or non-discretionary investment management and consulting services. Archford works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to develop an investment strategy. Archford primarily allocates client assets among various independent investment managers (“Independent Managers”), mutual funds, exchange-traded funds (“ETFs”), individual debt and equity securities, real estate investment trusts (“REITs”), and options, as well as the securities components of variable annuities and variable life insurance contracts. Additionally, Archford may also recommend that Clients who qualify as accredited investors, as defined by Rule 501 of the Securities Act of 1933, invest in privately placed securities, which may include debt, equity and/or interests in pooled investment vehicles (e.g., hedge funds). Archford also manages proprietary concentrated investment models which may be recommended to Clients in accordance with the investment objectives of its individual Clients. Where appropriate, Archford may also provide advice about any type of legacy position or other investments held in Client portfolios.

Archford’s investment approach is primarily long-term focused, but Archford may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Archford will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by Archford.

Archford evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Archford may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Archford may recommend specific positions to increase sector or asset class weightings. Archford may recommend employing cash positions as a possible hedge against market movement. Archford 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 the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will Archford accept or maintain custody of a Client’s funds or securities except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the

Custodian, pursuant to the terms of Client investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Market Participation Structured Product - An offering for investment management services with Archford is through the Advisor’s Market Participation Structured Product (“MPSP”), which utilizes Certificates of Deposit and/or other structured products. Clients pursuing this product offering will sign an investment advisory agreement specifically for the MPSP products and the proceeds of the Client account[s] noted in the agreement are then invested into FDIC insured MPSPs, in accordance with the investment objectives of the Client.

Held Away Assets - Clients may engage Archford to advise on certain investment products that are not maintained at their primary Custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). In these situations, Archford directs or recommends the allocation of Client assets among the various investment options available with the respective products. These assets are generally maintained at the underwriting insurance company or the custodian designated by the product’s provider.

Legacy IRA®

Certified Legacy IRA® – Archford offers a charitable IRA program where Clients over the age of 70.5 with an IRA account may elect to have distributions directed to 501(c)(3) organizations as qualified charitable distributions (“QCDs”). Legacy IRA® accounts are primarily limited to providing a systematic process for charitable giving.

Charitable Tracker Accounts – Archford offers 501(c)(3) organizations an account where qualified charitable distributions, cash and stock donations are deposited. These accounts are managed on a discretionary basis with low cost investment strategies which consist of money market funds.

Use of Independent Managers – Archford will 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”). Additionally, as discussed in Item 10 – Other Financial Industry Activities and Affiliations, Archford utilizes the Dynasty Financial Partners, LLC (“Dynasty”) turnkey asset management program (“TAMP”) services. Independent Managers may be sourced directly or accessed through the TAMP. In certain instances, the Client will be required to enter into a separate agreement with the Independent Manager[s]. Archford 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. Archford 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]. Archford will continue to provide oversight of the Client’s account[s] and ongoing monitoring of the activities of the Independent Manager[s]. 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 by these third parties. Archford does not receive any compensation from these Independent Managers, other than its investment advisory fee as described in Item 5 below.

Financial Planning Services

Archford will typically provide a variety of financial planning services to Clients either as a component of investment management services or pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client's financial situation.

In performing these services, Archford is not required to verify any information received from the Client or from the Client's other professionals (e.g., attorneys, accountants, etc.) and is expressly authorized to rely on such information.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Archford may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, Archford will provide a written summary of Client's financial situation, observations, and recommendations. Plans are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of Archford and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage Archford for investment management services or to increase the level of investment assets with Archford, as it would increase the amount of advisory fees paid to Archford. Clients are not obligated to implement any recommendations made by Archford or maintain an ongoing relationship with Archford. If the Client elects to act on any of the recommendations made by Archford, the Client is under no obligation to implement the transaction through Archford.

Retirement Plan Advisory Services

Archford provides retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). Archford's retirement plan advisory services are designed to assist the Plan Sponsor in meeting some of its fiduciary obligations to the Plan and its Plan Participants. Each agreement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- ERISA 404(c) Assistance
- Benchmarking Services
- New Plan Participant Enrollment
- Participant Education
- Conduct Trustee Meetings
- Investment Management Services (ERISA 3(38) or ERISA 3(21))
- Investment Policy Statement ("IPS") Design and Monitoring
- Ongoing Investment Recommendation and Assistance

Certain of these services are provided by Archford serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Archford's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

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

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

D. Wrap Fee Programs

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

E. Assets Under Management

As of December 31, 2021, Archford manages \$882,443,056 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting Archford.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by Archford. Each Client engaging Archford for services described herein shall be required to enter into one or more agreements with Archford.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range up to 2.00% annually based on several factors, including, the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with Archford.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of Archford. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Archford will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

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

Market Participation Structured Product - Investment advisory fees for MPSP are up to 0.25% of the average daily balance of the Client's account[s], payable at the end of each quarter. MPSP's that are based on Certificates of Deposit[s] will have fees that are capped by Archford at the lesser of 0.25% or the available cash in the account generated from the coupon payments of the MLSP[s]. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

Held Away Assets - Fees for advising outside accounts, such as a 401(k), may be offered as a fixed fee, separate from the investment advisory fee above.

Certified Legacy IRA®— The Client will pay Archford an annual fee at a rate of up to 0.71%. The investment advisory fee for the Legacy IRA® accounts are payable quarterly, in advance of each calendar quarter, based on the closing market value of assets under management in the Legacy IRA® account(s) at the end of the prior quarter. Three qualified charitable distributions ("QCDs") are included in the Advisor's quarterly fees. If there are additional QCDs, an additional fee of \$20 per distribution will be assessed. Clients could be asked to agree to an opening minimum deposit of \$10,000 and agree to maintain a minimum account balance of \$500.

Charitable Tracker Accounts - Charitable organizations will pay Archford an annual fee at a rate of 0.02%. The fee for the Charitable Tracker Account is payable quarterly, in advance of each calendar quarter, based on the closing market value of assets under management in the account(s) at the end of the prior calendar quarter.

Use of Independent Managers – As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.

As discussed above, the Advisor uses Dynasty's TAMP services. The Advisor includes TAMP related charges in its advisory fees. The Advisor will pay a portion of the investment advisory fee to Dynasty. If Dynasty reduces its Platform Fee, which is paid by Archford, the Advisor may receive more advantageous pricing in the future as assets allocated to the Investment Programs increase. This results in a conflict of interest where the Advisor invests Client assets in programs with reduced Platform Fees that the Advisor would otherwise be responsible for. The Advisor will only make investment recommendations that are in the best interest of Clients.

Financial Planning Services

Archford offers financial planning on an ongoing basis for an annual fee of up to \$60,000. Archford may offset all or a portion of its financial planning fees if the Client engages for investment management services.

Retirement Plan Advisory Services

Fees may be charged an annual asset-based fee ranging from 0.15% to 2.00%, billed quarterly, in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory. In such instances, fees are based on the market value of assets under management at the end of the prior quarter. Fees may also be charged as a fixed annual fee, usually a minimum of \$4,000, billed quarterly, in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. The advisory fee in the first quarter of service is prorated from the effective date of the agreement to the end of the first quarter.

Archford's fee is exclusive of, and in addition to, any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, Archford shall not receive any portion of these commissions, fees, and costs.

B. Fee Billing

Investment Management Services

Investment advisory fees are calculated by Archford or its delegate and deducted from the Client's account[s] at the Custodian. Archford or its delegate shall invoice or instruct the Custodian as to the amount to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Archford at the end of the prior quarter. 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 advisory fees deducted by Archford directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Market Participation Structured Product – For MPSP, the annual rate is charged monthly based upon the market value of the average daily account balance. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly.

Use of Independent Managers – For Client accounts implemented through an Independent Manager, the Advisor and the Independent Manager will each assume the responsibility for calculating and deducting their respective fees from the Client's account[s].

Financial Planning Services

Ongoing financial planning fees are billed monthly or quarterly, in advance of each month or quarter, and are due upon receipt.

Retirement Plan Advisory Services

Fees for retirement plan advisory services will either be deducted from the account[s] of the Plan Participants or paid by the Plan Sponsor, depending on the terms of the agreement with the Plan and Plan Sponsor. Record keepers will directly deduct fees from the Plan Participant's account as applicable, per the terms of the agreement. Archford will directly invoice to the Plan Sponsor, as applicable, quarterly in advance and is due upon receipt. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total retirement plan assets under management with Archford at the end of each quarter.

Participant Accounts

Certain Clients may have defined contribution and other accounts that are advised on a non-discretionary basis. These fees are described in the agreement between Archford and the Client based on the scope of services and the frequency of reviews.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Archford, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian and fees charged by Independent Managers. Certain of the Advisor's recommended Custodians do not charge securities transaction fees for ETF and equity trades in Client accounts, but typically charges for mutual funds and other types of investments. The investment advisory fee charged by Archford is separate and distinct from these custody and execution fees.

In addition, all fees paid to Archford 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. A Client may be able to invest in these products directly, without the services of Archford, but would not receive the services provided by Archford which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives.

Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Archford to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services

Archford is compensated for its services either in advance of the quarter, before investment management services are rendered or at the end of the quarter, after investment management services are rendered. Either party may terminate the investment advisory agreement with Archford, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing Archford's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Archford will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with Archford is non-transferable without the Client's prior consent.

Use of Independent Managers - In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest or a Client should wish to terminate their relationship with the Independent Manager, the terms for the termination will be set forth in the respective agreements between the Client or the Advisor and the Independent Manager. Archford will assist the Client with the termination and transition as appropriate.

Financial Planning Services

Archford is compensated for ongoing financial planning services at the beginning of the month or quarter, before advisory services are rendered. Ongoing financial planning shall remain in force for one year from the effective date of the agreement. After the first year of service, the agreement will continue in force until either party terminates the agreement, by written notice to the other party, which may be provided at any time after the first year of service. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client.

Retirement Plan Advisory Services

Archford is compensated for its retirement plan advisory services in advance of the quarter, before advisory services are rendered. Either party may terminate the retirement plan advisory agreement with Archford, at any time, by providing 90 days advance written notice. Upon termination, Archford will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with Archford is non-transferable without the Client's prior consent.

E. Compensation for Sales or Recommendations of Securities

Archford does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above. However, certain Advisory Persons may earn additional compensation as described below.

Broker-Dealer Affiliation

Certain Advisory Persons of Archford are registered representatives of Purshe Kaplan Sterling Investments, Inc. ("PKS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a registered representative of PKS, an Advisory Person may implement securities transactions under PKS and not through Archford. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to Archford's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client's needs. This conflict is mitigated in two ways. First, Clients are under no obligation, contractually or otherwise, to purchase securities products through an Advisory Person.

Second, Archford 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 – Other Financial Industry Activities and Affiliations.

Insurance Agency Affiliations

Certain Advisory Persons are licensed as independent insurance professionals. As an independent insurance professional, an Advisory Person may earn commission-based compensation for selling insurance products, including insurance products an Advisory Person sells to Clients. Insurance commissions earned by an Advisory Person are separate and in addition to Archford's advisory fees. This practice presents a conflict of interest because an Advisory Person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to a Client for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through an Advisory Person. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

Archford does not charge performance-based fees for its investment advisory services. The fees charged by Archford are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Item 7 – Types of Clients

Archford offers investment advisory services to individuals, high net worth individuals, trusts, estates, pension and profit-sharing plans, charitable organizations, corporations and businesses. Archford generally does not impose a minimum relationship size, however certain Independent Managers may impose a minimum fee.

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

A. Methods of Analysis

Archford primarily employs fundamental and technical analysis in developing investment strategies for its Clients, while employing an asset allocation strategy loosely based on Modern Portfolio Theory ("MPT"). Research and analysis from Archford are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis 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 Archford 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. Archford monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on Archford's review process are included below in Item 13 – Review of Accounts.

As noted above, Archford generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Archford 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, Archford may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Archford 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.

While the methods of analysis help Archford in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. Archford monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on Archford'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[s]. Archford 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 Archford 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. Archford will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's approach:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Archford believes Clients should only have a portion of their assets in these investments.

Private Collective Investment Vehicles

Archford recommends that certain clients invest in privately placed collective investment vehicles (e.g., hedge funds, private equity funds, etc.). The managers of these vehicles have broad discretion in selecting the investments. There are few limitations on the types of securities or other financial instruments that may be traded and no requirement to diversify. Hedge funds may trade on margin or otherwise leverage positions, thereby potentially increasing the risk to the vehicle. In addition, because the vehicles are not registered as investment companies, there is an absence of regulation. There are numerous other risks in investing in these securities. Clients should consult each fund's private placement memorandum and/or other documents explaining such risks prior to investing.

Real Estate Investment Trusts (REITs)

Archford may recommend an investment in, or allocate assets among, various real estate investment trusts ("REITs"), the shares of which exist in the form of either publicly traded or privately placed securities. REITs are collective investment vehicles with portfolios comprised primarily of real estate and mortgage related holdings. Many REITs hold heavy concentrations of investments tied to commercial and/or residential developments, which inherently subject REIT investors to the risks associated with a downturn in the real estate market. Investments linked to certain regions that experience greater volatility in the local real estate market may give rise to large fluctuations in the value of the vehicle's shares. Mortgage related holdings may give rise to additional concerns pertaining to interest rates, inflation, liquidity and counterparty risk.

Certificates of Deposit (CDs)

Each certificate of deposit ("CD") is a deposit obligation of a depository institution domiciled in the United States or one of its territories (an "Issuer"), the deposits and accounts of which are insured by the Federal Deposit Insurance Corporation (the "FDIC") within the limits described below. Each CD constitutes a direct obligation of the Issuer and is not, either directly or indirectly, an obligation of Archford. Archford does not guarantee in any way the financial condition of any Issuer or the accuracy of any financial information provided by the Issuer. The CDs of any one Issuer that you may purchase will be eligible for FDIC insurance up to \$250,000 (including principal and accrued interest) for each insurable capacity (e.g., individual, joint, IRA, etc.). For purposes of the \$250,000 federal deposit insurance limit, you must aggregate all deposits that you maintain with the Issuer in the same insurable capacity, including deposits you hold directly with an Issuer and deposits you hold through other intermediaries.

Concentrated Portfolios

Concentrated portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Concentrated portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic price swings. In addition, the rise or drop in price of any given holding in the portfolio is likely to have a larger impact on portfolio performance, than a more broadly diversified portfolio.

Management Through Similarly Managed "Model" Accounts

Archford manages certain accounts through the use of similarly managed "model" portfolios, whereby the firm allocates all or a portion of its Clients' assets among various stocks, exchange trade funds (ETF), and mutual funds and/or other securities on a discretionary basis using one or more of its model investment strategies, including a proprietary debt strategy. In managing assets through the use of models, Archford remains in compliance with the safe harbor provisions of Rule 3a-4 of the Investment Company Act of 1940.

The strategy used to manage a model portfolio may involve an above average portfolio turnover that could negatively impact clients' net after tax gains. While the firm seeks to ensure that clients' assets are managed in a manner consistent with their individual financial situations and investment objectives, securities transactions affected pursuant to a model investment strategy are usually done without regard to a client's individual tax ramifications. Clients should contact Archford if they experience a change in their financial situation or if they want to impose reasonable restrictions on the management of their accounts.

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 Archford.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Archford or any of its management persons. Archford values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 164482.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

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

Insurance Agency Affiliations

As noted in Item 5.E, certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Archford. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This creates a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or Archford.

4J Technologies, Inc. D/B/A Gifting Insider™

The Advisor is affiliated through common control with 4J Technologies, Inc. ("4J"). Archford engages the services of 4J which licenses certain components of its intellectual capital to Archford. As part of the overall relationship with 4J, Archford employees may provide services to 4J. Additionally, 4J provides marketing services to 501(c)(3) charitable organizations. 4J charges the charitable organizations the greater of a subscription fee or 4.00% fee on each QCD deposited into the Charitable Tracker Account. The Advisor has a financial incentive to recommend QCDs to charitable accounts that have an engagement with 4J as there is a 4.00% fee assessed on each QCD amount, paid directly to 4J. A conflict of interest exists as both firms are under common control and owners may benefit from additional compensation received as a result of the transaction. This conflict is mitigated as Clients can select any charitable organization of their choice, thereby not obligating them to select charitable accounts managed by Archford.

Archford Consulting, LLC

Certain Advisory Persons of Archford may also serve as leased employees of Archford Consulting, LLC a wholly-owned subsidiary of Archford. Archford Consulting is a non-advisory consulting business that assists businesses and high net worth individuals with non-advisory support services. Clients of Archford may be offered the services of Archford Consulting.

Archford Accounting LLC

Archford Accounting LLC, ("Archford Accounting"), an affiliated entity under common control with the Advisor, offers tax preparation and accounting services to Clients. Tax preparation and accounting services are separate and distinct from the advisory services offered to Clients and are based on the unique needs of each Client. The time devoted to tax preparation increases during tax season. Clients are not obligated to engage Archford Accounting for these services in order to have an advisory relationship with the Advisor. Prior to recommending the services of Archford Accounting, the Advisor will provide additional disclosure information to each Client, which will include relevant details regarding material financial interests and compensation surrounding Archford Accounting.

Relationship with Dynasty Financial Partners, LLC

Archford maintains a business relationship with Dynasty Financial Partners, LLC (“Dynasty”), which provides Archford with operational and back-office support including access to a network of service providers. Through the Dynasty network of service providers, Archford has access to trading technology, transition support, reporting, custody, brokerage, investments, compliance and other related services. Archford may also engage and/or recommend Dynasty’s subsidiary, Dynasty Wealth Management LLC, a registered investment adviser, to clients for certain outsourced investment services, such as separate account management, asset allocation strategies and externally managed investment programs. While Archford believes this open architecture structure for both operational and investment services best serve the interests of its advisory clients, this relationship may potentially present certain conflicts of interest due to the fact that Dynasty retains a portion of the platform or other third-party fees paid by Archford or clients for the services referenced above. In light of the foregoing, Archford seeks at all times to ensure that any material conflicts are addressed on a fully-disclosed basis and handled in a manner that is aligned with its Clients’ best interests. Archford does not receive any portion of the fees paid directly to Dynasty, its affiliates or the service providers made available through Dynasty’s platform. In addition, Archford reviews all such relationships, including the service providers engaged through Dynasty, on an ongoing basis in an effort to ensure Clients are receiving competitive rates in relation to the quality and scope of the services provided.

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

A. Code of Ethics

Archford has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons subject to Archford’s compliance program (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to each Client. Archford and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Archford 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 covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (618) 416-7085.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Archford allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons with access to client information (our “Access Persons”) have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can 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 Archford requiring reporting of personal securities trades by its Access Persons for review by the Chief Compliance Officer (“CCO”). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Archford allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward.

At no time will Archford, or any Supervised Person of Archford, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

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

Where Archford does not exercise discretion over the selection of the Custodian, Archford will typically recommend the Custodian[s] 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 Archford. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Archford may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation and/or location of the Custodian's offices. Archford typically recommends that Clients establish accounts at TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade") or Pershing LLC ("Pershing"). TD Ameritrade and Pershing are independent and unaffiliated SEC-registered broker-dealers and members FINRA/SIPC. TD Ameritrade and Pershing offer to independent investment advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from TD Ameritrade and Pershing through its participation in the program. TD Ameritrade and Pershing will serve as the Client's "qualified custodian". Please see Item 14 below.

Following are additional details regarding the brokerage practices of Archford:

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 a broker-dealer/custodian in exchange for research and other services. **Archford does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, Archford does receive certain economic benefits from TD Ameritrade and Pershing. Please see Item 14 below.**

2. Brokerage Referrals - Archford 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 Archford will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian, unless otherwise authorized by the Client. Archford will not engage in any principal transactions (i.e., trade of any security from or to Archford'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]). Archford 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. While Archford generally does not assume brokerage discretion, Archford may assume brokerage discretion for certain fixed income trades. In all instances, the custody of the Client's assets will remain with 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 the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Archford will execute its transactions through the Custodian as directed by the Client, unless otherwise instructed by the Client. Archford may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-

allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Archford. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A. above, each Client account shall be reviewed at least annually. Reviews may be conducted more 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 Archford if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. Archford may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Archford

Archford may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Archford may receive referrals of new Clients from a third-party.

Participation in Institutional Advisor Platform – TD Ameritrade

As disclosed under Item 12, above, the Advisor participates in TD Ameritrade's institutional customer program and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to Clients, 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 by the Advisor or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

Participation in Institutional Advisor Platform – Pershing

The Advisor has established institutional relationships with Pershing to assist the Advisor in managing Client account[s]. Access to the Pershing's Institutional platform is provided at no charge to the Advisor.

The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Pershing. 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 conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Pershing: 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.

Additionally, Pershing and Archford have a technology assistance agreement that includes a technology subsidy. Archford contracts with Dynasty for a suite of back-office services. Dynasty invoices Pershing annually requesting payment from Pershing related to the technology assistance agreement with Archford. Pershing remits payment to Dynasty directly which rebates the technology related expenses to Archford. The arrangement described above is the only technology assistance received by Archford.

B. Client Referrals from Solicitors

Archford engages and compensates unaffiliated third-party referral sources (a "Solicitor") for Client referrals. Clients will not pay a higher fee to Archford as a result of such payments to a Solicitor. The Advisor shall enter into an agreement with the Solicitor, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into the advisory agreement.

Item 15 – Custody

Archford does not accept or maintain custody of any Client accounts, except for the authorized deduction of Archford's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Archford to utilize the Custodian for the Client's security transactions. Archford encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Archford 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 Archford. 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 Archford will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

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

Archford engages an unaffiliated third party to provide Clients with class action related services. Clients may opt-out on a security specific basis or in its entirety by providing written notice to Archford.

Item 18 – Financial Information

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