

Item 1 - Cover Page



FORM ADV – PART 2 INFORMATION

KKM FINANCIAL LLC

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March 7, 2022

This Brochure provides information about the qualifications and business practices of KKM Financial LLC (“KKM”). If you have any questions about the contents of this Brochure, please contact us at (312) 448-7230. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Registration does not imply a certain level of skill or training.

Additional information about KKM (CRD No. 165136), including a copy of its Form ADV Part 1, is available on the SEC's website at www.adviserinfo.sec.gov.

Additional information about KKM Financial, LLC also is available on the SEC's website at www.adviserinfo.sec.gov and at www.kkmfinancial.com.

Item 2 - Material Changes Since Last Updated Brochure

Investment Advisers are required to prepare a disclosure document (“Brochure”) that describes the firm and its business practices. Pursuant to regulation, we are required to update our Brochure at least annually and provide you with a summary of any material changes since the previous annual amendment.

Item 10 - Other Financial Industry Activities and Affiliations

Jeff Kilburg serves as the CIO (Chief Investment Officer) for Sanctuary Wealth.

With this summary, we hereby offer to deliver a complete copy of our Investment Adviser Brochure upon your request at any time during the year. You may request our Brochure at any time by contacting KKM Financial, LLC at 312-448-7230 or info@kkmfinancial.com.

Additional information about KKM Financial, LLC is available at www.adviserinfo.sec.gov.

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Item 4 - Advisory Business

KKM Financial LLC ("KKM") is a Delaware limited liability company which provides investment management and consulting services to a wide variety of clients. KKM began offering advisory services in August 2012. KKM is 99.5% owned by Killir Kapital Management, LLC Jeffrey J. Kilburg, along with a .5% ownership by Matt Franz. KKM does not control any other firm. As of December 31, 2021 KKM, has approximately \$300,742,027 under management. Of that \$300,742,027 approximately \$187,579,024 are discretionary assets and \$113,163,002 are non-discretionary assets.

Additionally, as of December 31, 2021 KKM, has approximately \$97,472,861 assets under advisement.

The investment management services of KKM are described in detail below.

Investment Management Services - KKM as Manager

KKM offers clients portfolio management and reporting services by means of its Investment Management Services program. This program provides clients with investment analysis, investment recommendations, monthly or quarterly statements reflecting holdings and transactions, quarterly statements, and ongoing account monitoring services for a portfolio which may include stocks, bonds, mutual funds, exchange-traded funds, options, private placements, and convertible securities. KKM will exercise discretionary trading authority while providing services. This means that KKM Representatives will have authority to purchase and sell securities of their choice in the amounts and at the times they believe it is suitable for a client's account to do so. KKM will also have the authority to hire and fire third party managers to manage all or a portion of client's assets.

The initial investment recommendations are based on the financial information gathered from each client including net worth, risk tolerance, financial goals and objectives, investment restrictions and overall financial conditions. Based on this information, the client is provided with investment recommendations designed to provide an appropriate asset mix consistent with the client's objectives. The client's portfolio and its performance are monitored by the client's Representative in light of the client's stated goals and objectives. The frequency of these reviews is determined by the Representative. KKM Representatives meet with the client on an as needed basis to discuss the portfolio and other aspects of the service.

Clients should be aware that commissions will be charged for transactions by the brokerage firm processing the transactions.

Investments are not held by KKM. Instead, all investments managed by KKM are held at the brokerage firm ("Custodian") through which transactions are placed.

KKM does not assure or guarantee the results of its Investment Management Services; thus, losses can occur from following KKM's advice pertaining to any investment or investment approach, including using conservative investment strategies.

All advisory services are tailored specifically to the individual needs of the clients as described within each service above. Clients may impose restrictions on investment in certain securities or types of securities.

KKM does not participate in any wrap fee program where the fee for our services is combined with the fee or commissions that a client's brokerage firm charges for transaction execution services.

It is KKM's policy when placing aggregated client orders of securities simultaneously for more than one client (called "block trades") to allocate such orders and opportunities in a fair and equitable manner.

When the Firm places block trades or must allocate limited investment opportunities among its clients, important issues arise concerning the equitable distribution of such securities. Block trades may result in lower commissions and better prices for clients than if the Firm placed multiple single orders. Block trades may also provide the KKM with operational efficiencies.

KKM may utilize brokerage platform for trade execution that may aggregate sale and purchase orders (in a best execution manner) of securities held in the account with similar orders being made simultaneously for other accounts managed by KKM, if, in our judgment, such aggregation results in an overall economic benefit to the account based on an evaluation that the account is benefited by relatively better purchase or sale prices, potentially lower commission expenses, and beneficial timing of transactions, or a combination of such factors. This particularly pertains to separately managed account clients who custody their assets at Interactive Brokers.

Investment Management Services - using Third Party Managers

KKM can provide investment management services which involve supervision of the account on a regular basis. In establishing an Investment Management Account, KKM's Investment Adviser Representative ("IAR") gathers information from each new client to determine the investment objectives and risk tolerance of the client. Once the investment objectives and risk tolerance have been determined, KKM will provide the client with investment advice, which includes an analysis of current investments and recommendations of other appropriate investments, or a recommendation to use the services of a third-party manager. Investment Management services are provided on a discretionary basis as authorized by the client through the execution of the Investment Management Agreement. With discretionary services, KKM and its IARs may buy, sell or exchange securities, hire and terminate third-party investment managers, and open and terminate custodial accounts without obtaining specific consent from the client prior to each transaction. Third-party managers also have discretionary authority to buy and sell at will. KKM will typically use only third-party managers it is familiar with, thus will not perform a manager search before recommending third-party managers.

For KKM and third-party managers to make appropriate investment decisions, it is important that the client provide accurate and complete responses to the questions asked by the IARs, as well as inform the IARs of changes to the client's investment objectives, personal circumstances and other factors that may impact management decisions for the account. IARs of KKM will, on at least an annual basis, contact each client to determine whether there have been objective changes or new restrictions on the management of the Investment Management portfolio. However, it remains the responsibility of each client to inform KKM of any material change. KKM does not guarantee the results of investment management advice it gives or the advice given and actions taken by third-party portfolio managers. Thus, losses can occur by using KKM's services.

Investment Management Services – KKM Model Delivery

KKM retains the ability to offer model portfolios to external investment platforms (TAMPs) by means of its Investment Management Services. This program has the ability to deliver model portfolios to external

investment platforms. TAMPs typically transact or execute the model portfolios. However, there are select platforms in which KKM provides execution in addition to the model delivery.

KKM makes model portfolios available through third-party platforms where KKM does not enter into an advisory agreement with the investor.

Please note, this program is limited to certain third-party platforms and is separate from KKM's other services described herein.

Consulting Services

Consulting Services provided by KKM vary by the objectives and financial circumstances of each client. The specific services provided are determined at contract signing and described in the Consulting Services Agreement. Services begin by the client's KKM Representative performing an analysis of the client's existing assets, insurance, taxes, investment objectives, investments and other related matters. After this information-gathering step is completed, KKM's Representative then confers with the client to provide KKM's recommendations. Advice about investments is generally limited to stocks, bonds, mutual funds, exchange-traded funds, variable life and annuity contracts, and government-issued securities and use of other investment managers. Other topics regarding, for example, insurance, taxes, estate planning, and other matters are addressed in the scope requested by the client. For clients who have a large or highly-diversified securities portfolio or who need extensive financial, estate, tax or insurance advice, KKM may prepare written recommendations which assist the clients in arriving at an investment and insurance mix designed to achieve their investment objectives. The scope of the report is determined in advance between the client and KKM.

Clients decide which investment recommendations to accept and implement. Clients are also free to select any brokerage, insurance or other product provider to purchase (or sell) the investments, insurance, or other products discussed with KKM. KKM does not guarantee results, and losses can occur from receiving Consulting Services.

All Consulting Services advice is based on information provided by the client. It is the client's responsibility to be certain that KKM has current and accurate information.

Item 5 - Fees and Compensation

Fees paid to KKM are for KKM advisory services only and are negotiable. The fees do not include, for example, the fees charged by third parties such as third-party managers, or accountants and attorneys assisting with providing the client with accounting and legal advice. Transaction charges and other account fees will also be charged by brokerage firms in accordance with the account's brokerage firm's normal transaction charges schedule. See Item 12, Brokerage Practices.

Before clients are billed the fee calculation is reviewed by the firm's Representative providing services and approved by the firm's CCO (or designee) before being submitted to the client for approval. Upon approval, the client instructs their respective broker-dealer to make the payment to KKM.

Prospective clients should be aware that in addition to KKM's advisory fees, each mutual fund in which a client's assets are invested also pays its own advisory fees and other internal expenses which already have been deducted from the fund's reported performance. Depending on the fund, a client may be able to invest directly in the shares issued by the fund with or without incurring any sales or third-party management fees. Account maintenance fees are also deducted by the custodian.

In addition, there are tax effects pertaining to fund share redemptions, and other sales, made by KKM on behalf of clients. Redemptions and sales are taxable events which may accelerate the recognition of capital gains, and losses, and frequent redemptions and sales may result in short-term, rather than long-term, capital gains and losses.

Clients can purchase investment products through brokerage firms and agents other than those recommended by us. Clients are required to select a broker of their choice prior to entering into the services agreement with us. That firm must be registered in the state in which the client resides.

KKM typically does not charge its employees or related accounts advisory fees.

KKM Financial, LLC
ADVISORS FEE SCHEDULE
Effective June, 2021

1. KKM Asset Allocation, 2. KKM Bond Selection, 3. Essential 40, 4. KKM Equity Selection, 5. Dynamic Model Portfolios, 6. KKM Dynamic Options Overlay Program.

Consulting & Management Services – Annual Fees



1) Asset Allocation (Including simple option overlay consulting and mgmt. services)
Conservative Model, Moderate Model, Growth Model, Aggressive Growth Model
Customized Equity Allocation

Net Asset Value	Annual Fee
\$100,000 – 249,999	1.25%
\$250,000 – 499,999	1.05%
\$500,000 – 999,999	.95%
\$1,000,000 – 4,999,999	.85%
\$5,000,000 – 9,999,999	.75%
\$10,000,000 +	Negotiated

2) KKM Bond Selection (Stand Alone)

Net Asset Value	Annual Fee
\$100,000+	0.5%

3) Essential 40

Net Asset Value	Annual Fee
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\$100,000 – 249,999	1.25%
\$250,000 – 499,999	1.05%
\$500,000 – 999,999	.95%
\$1,000,000 – 4,999,999	.85%
\$5,000,000 – 9,999,999	.75%
\$10,000,000 +	Negotiated

4) KKM Equity Selection (Model driven equity selection)

Net Asset Value	Annual Fee
\$100,000 – 249,999	1.25%
\$250,000 – 499,999	1.05%
\$500,000 – 999,999	.95%
\$1,000,000 – 4,999,999	.85%
\$5,000,000 – 9,999,999	.75%
\$10,000,000 +	Negotiated

5) KKM ETF Dynamic Model Portfolios

Tactical Rotation Model, Sector Rotation Model, International Rotation Model, Fixed Income Model, Global Dynamic FX Hedged Model, Global ex-US Dynamic FX Hedged Model, Developed ex-US Dynamic FX Hedged Model

Net Asset Value	Annual Fee
\$100,000 – 249,999	1.25%
\$250,000 – 499,999	1.05%
\$500,000 – 999,999	.95%
\$1,000,000 – 4,999,999	.85%
\$5,000,000 – 9,999,999	.75%
\$10,000,000 +	Negotiated

6) KKM Dynamic Option Overlay Program (Only Available to Qualified Clients*)

- ☐ *Performance Based Fee* (incentive fee) of 1/10 is available to qualified clients*. Please see “Incentive Fee” for further information.

*Qualified Client

1. A natural person who or a company that has at least \$1,000,000 under the management of the investment adviser; or
2. A natural person who or a company that the investment adviser reasonably believes has a net worth (together, in the case of a client which is a natural person, with assets held jointly with a spouse) of more than \$2,100,000.

Asset Management Fee. Client shall pay to Adviser an annual fee of [] of the Net Asset Value (as hereinafter defined) of the Account, based on the market value of securities and cash in the Account (as shown by the quarterly statement) (the “**Asset Management Fee**”).

Fees are billed daily, monthly, or quarterly in arrears based on the agreed upon annual management fee with the client. Fee billing functionality of the custodian (broker-dealer, bank) will typically designate how the client chooses the billing cycle. (i.e. Interactive Brokers allows for daily fee deductions). Fees may be amended at the discretion of KKM Financial. Typically, monthly fees charged are computed based on net asset value (NAV) of assets under management on the last calendar day of the month and quarterly fees charged are computed based on the net asset value (NAV) of assets under management on the last day of the quarter. Before clients are billed the fee calculation is reviewed by the advisor(s) and approved by Dan Deming before being submitted to the client for approval. Upon approval the client instructs their respective broker-dealer to issue payment to KKM Financial, LLC.

Incentive Fee. In addition to the Asset Management Fee (Asset Allocation), Client shall pay the Advisor a fee equal to []% of the New Net Profits on all assets in the **KKM Equity Selection Account / KKM Dynamic Options Overlay Program** (the “**Incentive Fee**”). Advisor shall calculate for each calendar quarter the net increase or decrease in “Net Asset Value” between the last day of the prior calendar quarter and the last day of the calendar quarter for which the calculation is made, subtracting any additional contributions to the Account and adding back any withdrawals from the Account during the applicable calendar quarter. Should the calculation of the Net Asset Value result in a decrease in any calendar quarter, such loss shall be carried forward and applied against each ensuing calendar quarter’s Net Asset Value until

such loss has been completely utilized. The Incentive Fee shall be paid on a quarterly basis as provided in subsection (a) below.

- (a) The Net Asset Value of the Account shall be determined as of the close of business on the last business day of each calendar quarter, and the Asset Management Fee and Incentive Fee will be computed and billed as soon as practicable after the end of each calendar quarter. Fees for any partial quarter shall be prorated according to the portion of the quarter in which this Agreement was in effect. Fees are due immediately upon receipt by Client of a bill from Adviser and, unless other arrangements are made, shall be paid by the custodian of the Account out of the assets of the Account. In the event that the payment of fees to Adviser requires the liquidation of securities, Client acknowledges that such redemption will have tax consequences unless the Account is tax deferred.

Commissions on Accounts

Commissions' schedules, rates, charges, account fees and all other fees charged by the client designated brokerage firm(s) are the clients' responsibility. KKM Financial, LLC has no input or control over rates charged at the designated broker/ dealer/ brokerage firm the client chooses. Please be fully aware of all fees and rates for trading of stocks, options, ETF's, fixed income securities and all account fees on your account at other brokerage firms.

-Fees are neither billed nor collected in advance.

-A client has a right to terminate a contract for advisory services, without penalty, within five (5) business days after entering into the contract if the client did not receive the firm's Form ADV, Part 2A and Schedules 2B, or at any other time upon written notice.

-The firm's Representatives providing advice to clients do not accept compensation for the sale of securities or other investment products. Nor do they receive asset-based sales charges or service fees from the sale of mutual funds. **The firm may receive management fee compensation from funds in which the firm advises, and thus has the right to collect advisory fees from the client and collect fees from the advised funds in which the client is invested.** We try and avoid activities that by their nature or structure might provide an incentive for a Representative to choose one investment over another, or depart from clients' particular needs.

-Clients can purchase investment products through brokerage firms and agents other than those recommended by us. Clients are required to select a broker of their choice prior to entering into the services agreement with us. That firm must be registered in the state in which the client resides.

KKM, in its sole discretion, may charge a lesser investment advisory fee and/or charge a flat fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, competition, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In

addition, similar advisory services may be available from other investment advisers for similar or lower fees.

***Please Note: Conflict of Interest:** Although KKM will manage client assets consistent with the client's designated investment objective, the fact that KKM earns a higher fee for management of certain type strategies, KKM has a conflict of interest since it will present an economic incentive to gather more assets to those strategies for which it will earn a higher advisory fee.

When we provide services to other investment advisers, we receive a share of the investment-management fee paid by the client, these fees can vary depending on the nature of the work we do.

Our investment strategies, and the details of those strategies, sometimes change. The most current information about our strategies is available at our web site at www.kkmfinancial.com.

Investment Management Service Fees using Third Party Managers

Fees for Investment Management Services are negotiable, thus vary from client to client, and calculated as a percentage of the total value of investments under KKM's management at the rates set forth by the third-party manager ranging from 0.06% to 1%. KKM receives a portion of the fee charged by the third-party manager for its services. The portion received by KKM can range from 10% to 25% of the third-party manager's fee.

Clients are charged a fee calculated by applying the annual fee schedule percentage to the account's value each quarter. The market value, which may be determined on an account by account basis or household on an aggregated basis (including interest paid or accrued), is calculated as of the last business day of the previous calendar quarter.

The account custodian will determine fair market value for fee calculation purposes. Client acknowledges and agrees that it is client's responsibility to verify the accuracy of such fee calculation and that the custodian will not determine whether fees are properly calculated.

The investment management fee due will be debited from the client's account in arrears quarterly with client's prior permission. Authorization for the deduction of fees this way is contained in the services agreement. The client's periodic account statements from the custodian disclose all amounts disbursed from the account, including advisory and services fees paid. The client may terminate the authorization for automatic deduction of advisory fees at any time by notifying KKM and the third-party manager in writing.

Fees are due for assets withdrawn from the account. If the account is established any day other than the first day of a calendar quarter, the fee due for the first billing period is paid on a prorated basis based on the days' services were provided.

Clients may terminate the agreement at any time in its entirety by giving KKM 10 days advance written notice. KKM may also terminate by notice to the client. The client is responsible for paying all fees earned by KKM and third-party advisors to date of termination if there are any unearned prepaid fees those will be prorated and returned to the client upon termination.

KKM's fees may be more or less than those charged by KKM to another client for similar services and other advisers for similar services.

Investment Management Services Fee - KKM as Manager

Asset Based Fees - Fees for Discretionary Investment Management Services are negotiable and calculated as a percentage of the total value of investments under KKM's management at the rate of up to 1.5% annually on the market value of the managed assets in the account. Performance based fees are available for accounts that meet the qualified investor criteria listed below in section "Performance based fees."

In addition to this advisory fee, there may, depending upon the type of security, be transactional and commissions charged by the account's custodian. Administrative and servicing fees will also be charged by the account's custodian.

All fees due are set forth in each client's Discretionary Investment Management Agreement. Advisory fees are payable either monthly or quarterly in arrears and are calculated on the basis of the market value of the investment in the account, including any balances held in money market funds. The fee for the initial quarter is pro-rated for the period that services are provided. Subsequent fees are based upon the market value of the account as of the last business day of the completed quarter. The fees are applied and prorated for \$20,000 or more of assets added to the account during any quarter. No fee is returned based upon partial withdrawals by a client. The Investment Management Service Agreement may be terminated by ten (10) days advance written notice from either party to the other. All fees are negotiable at KKM's discretion.

Performance Based Fees - The performance fee is only available for Qualified Investors, which include (i) an individual or company that has at least \$1,000,000 under management with KKM or (ii) is a natural person whose net worth at the time of contract signing exceeds \$2,100,000 (either alone or held jointly with such person's spouse).

The performance fee is based on the percentage of a portfolio's appreciation. The performance fee is paid to KKM in arrears at a rate of up to 15% of all new profits generated in the account, computed on a quarterly basis and paid on a quarterly basis. The fee is based on performance and charged on the increase in the account value during a calendar quarter. No performance fee will be charged unless the value exceeds the higher of the following two amounts:

- (1) Starting value: or
- (2) Value after the last performance fee was charged.

No performance fee will be charged unless all losses have been recaptured or offset by subsequent profits. For example, if the account began with an initial opening value of \$1,000,000 and had an ending quarter value of \$1,250,000 (without taking into account any new contributions or withdrawals during such quarter), a performance fee of \$37,500 would be charged to the account. Thereafter, if the account suffers losses in subsequent quarters, no performance fee would be charged until all losses were recaptured and the account value exceeds \$1,250,000 at the end of any given quarter. However, if the client withdraws funds during a quarter when there is such a carry forward loss, the loss shall be reduced, at the time of the withdrawal, by the percentage obtained by dividing the amount of the withdrawal by the account's current market value immediately before the withdrawal. Cumulative new profit is calculated on a "high water mark" basis and is only recognized to the extent that the all-time high value of a Client's account as of the end of the calendar quarter is exceeded at the end of the current calculation period. This performance fee, like the asset-based fee, is negotiable. Thus, Clients receiving similar services may pay a different fee. Under this fee arrangement, there is the potential for a conflict of interest in that the performance fee may be an incentive for KKM to make investments that are riskier or more speculative in nature than would be the case absent a performance fee arrangement.

KKM may amend its fee schedule upon thirty (30) days advance written notice to the client.

The fees paid to KKM are for advisory services only. Commissions and other account fees will be charged in accordance with the account's brokerage firm's normal commission schedule.

Fees payable to KKM, with client's prior permission, are deducted from the client's account when due and reports from the account's custodian show the fee debits. KKM will liquidate money market share to pay the fee and, if money market shares or cash value are not available, other investments will be liquidated. Authorization for the deduction of fees this way is contained in the services agreement. The client's periodic account statements from the custodian disclose all amounts disbursed from the account, including advisory and services fees paid. The client may terminate the authorization for automatic deduction of advisory fees payable to KKM at any time by notifying KKM in writing.

Consulting Service Fee

Fees for Consulting Services are charged as a fixed or hourly fee on a per project basis. KKM's fees for consulting are negotiable. The hourly rate is \$500 per hour and the fixed fee ranges from \$500 to \$25,000 per month depending on the services requested.

Prior to engagement, each client signs a Services Agreement which provides an estimate of the total fee for services. The amount of time for each consulting, investment, tax, estate, insurance, or other project depends on the nature and scope of the advice requested by the client, nature and number of investments in a client's portfolio, and amount and nature of research required to address the planning topics requested by the client.

The fee is payable upon completion of services. Payment arrangements are established in the Services Agreement, but clients typically pay fees directly as opposed to having their account debited. The fee may be waived in whole or in part by KKM at its sole discretion.

The Services Agreement may be terminated at any time by giving ten (10) days advance written notice from either party to the other. Any unearned prepaid fee is returned to client upon termination. Clients are obligated to pay any fee earned by KKM to date of termination, but not yet paid.

The fees described above may change based on special situations such as an expansion of a project, increase in the number of reviews, more specialized needs of the client, more complex planning or more detailed reporting. Before such a change is made, the client is given 30 days prior written notice and agrees to such changes by signing a new Services Agreement, or an amendment thereto.

Other Compensation

As described in the examples below, KKM and/or its associated persons (employees and Representatives) may have arrangements where compensation or some other economic benefit is received by KKM or a Representative from a non-client in connection with giving advice to clients.

KKM will usually recommend clients establish custodial accounts with unrelated broker-dealers ("Third Party Custodians"). These firms hold or custody client accounts on their records; process transactions ordered by KKM; provide computer access to KKM for client positions and provide quotes and data needed by KKM for its reports to clients. These firms may also provide the following:

1. **Support Services.** Third Party Custodians also provide KKM with a range of services and other benefits to help it conduct its business. For instance, the firms may pay for or provide KKM with technology solutions to help facilitate its integration with the firms' brokerage systems and thereby streamline its operations. These may include providing duplicate client statements, research related tools, access to block trading, ability to debit fees from client accounts, discounts on compliance, marketing,

technology and practice management products provided by third party vendors, and proprietary integrated analysis, trading and reporting system that allows KKM to communicate electronically with these firms. Third Party Custodians' representatives may be available to provide administrative support to KKM. These firms may assist KKM in joining its services platform and in completing documentation to enroll clients to receive its services, and this may include providing or paying for clerical staff to assist and, in some cases, paying account transfer fees or other charges KKM clients may have to pay when changing custodians or service providers.

2. Reimbursements. In limited circumstances, Third Party Custodians may make direct or indirect payments to KKM. For example, they may reimburse KKM Representatives for reasonable travel expenses incurred when reviewing that firm's business and practices.

These and other services that a Third Party Custodians may furnish provide benefits to KKM and may be made available at no fee or at a discounted fee and the terms may vary among advisors depending on the business they and their clients conduct and other factors.

A Third-Party Custodian's provision of these services and other benefits to KKM may be based on clients of KKM placing a certain amount of assets in accounts with them within a certain period of time. KKM may be influenced by this in recommending that its clients establish accounts with them, and products and services may not necessarily benefit a client's account.

Although a client is not obligated to utilize the services of these firms, KKM believes that use of these firms is a convenient means of obtaining efficient transaction executions, account reference and reporting services for investment positions. However, receipt of such services also creates an inducement and conflict of interest for KKM since referring clients to any other firm may result in higher reporting and overhead costs to KKM.

In some cases, the execution prices from a particular broker/dealer for a particular transaction or set of transactions may not be better, or even be higher, than another broker could provide.

Item 6 - Performance Based Fees and Side-by-Side Management

KKM Financials compensation is solely from fees paid directly by clients. The firm does not receive commission based on the clients' purchase of any financial product. No commissions in any form are accepted. No benefits are received from custodians/broker-dealers based on client securities transactions ("soft dollar benefits"). Assets under the direct management of KKM Financial are held by independent custodians, including (but not limited to) Interactive Brokers, BoNY (Bank of New York Mellon), MUFG Union Bank, N.A., U.S. Bank, TD Ameritrade, Charles Schwab, BofA Securities, Wells Fargo, and Fidelity in the client's name. KKM does not act as custodian of client assets.

KKM uses performance-based fees for its Discretionary Investment Management program, see Item 5 above.

Item 7 - Types of Clients/Minimum Account Size

KKM makes its advisory services available to a wide variety of clients including, but not limited to, individuals, trusts, estates and investment companies.

The minimum market value of cash and/or securities to open an account is \$100,000. The minimum may be waived at KKM's discretion.

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

KKM offers investment strategies that span multiple investment styles and are designed to serve clients with varying degrees of active management. Active management generally means the practice of making proactive changes in a portfolio due to changes in market valuations or outlook.

KKM offers advice on U.S. stocks (exchange listed and over the counter), ETF's (exchange traded funds) and ETN's (exchange traded notes), futures, option contracts on equities and futures, warrants, corporate debt, commercial paper, certificates of deposit, municipal securities, and U.S. Government Securities.

Analysis of the investment ideas includes charting, fundamental, technical and cyclical analysis. KKM uses daily pricing data from various vendors and a variety of computer programs to determine the investments in its various strategies. Information sources include financial newspapers and magazines, research materials prepared by other corporate rating services, electronic data vendors to obtain daily prices of mutual funds, ETF's and stocks, annual reports, prospectuses, SEC filings and company press releases.

Primary Strategy Overview:

1. ESSENTIAL 40 STOCK FUND

-The Essential 40 Stock Fund seeks to provide investors a broadly diversified portfolio of U.S. stocks that are essential and vital to the U.S. economy. This distinct basket of forty stocks is believed to represent the companies that are believed to be essential to the American way of life.

Mutual Funds involve risk including the possible loss of principal. A higher portfolio turnover due to active and frequent trading will result in higher transactional and brokerage costs. Large-capitalization companies usually cannot respond as quickly as smaller companies to competitive challenges, and their growth tends to lag the growth of well-managed smaller companies during strong economic periods.

Principal Risks: Remember that in addition to possibly not achieving your investment goals, you could lose money by investing in the Fund. The principal risks of investing in the Fund are:

- **General Risk. Domestic economic growth and market conditions, interest rate levels, and political events are among the factors affecting the securities markets in which the Fund invests.**

- **Large-Capitalization Securities Risk.** Large-capitalization companies usually cannot respond as quickly as smaller companies to competitive challenges, and their growth rates tend to lag the growth rates of well-managed smaller companies during strong economic periods.
- **Equity Securities Risk.** The Fund invests in common stock, which subjects the Fund and its shareholders to the risks associated with common stock investing. Overall stock market risks may affect the value of the Fund. When the value of the Fund's investments goes down, your investment in the Fund decreases in value and you could lose money.
- **Futures Risk.** Investments in futures involve leverage, which means a small percentage of assets invested in futures can have a disproportionately large impact on the Fund.
- **Options Risk.** When the Fund purchases an option on a security or index it may lose the entire premium paid if the underlying security or index does not decrease in value.
- **Management Risk.** Management risk is the risk that the investment process used by the Fund's portfolio manager could fail to achieve the Fund's investment goal and cause an investment in the Fund to lose value. Given the Fund is going to attempt to track the Index, the Fund does not follow traditional methods of active investment management.
- **New Index Provider Risk.** The index provider for the Index has a limited history of experience as an index provider or investment adviser for a registered fund, which may create additional risks for investing in the Fund.

2. KKM ASSET ALLOCATION PROGRAM

Asset allocation is the implementation of an investment strategy that attempts to balance risk versus reward by adjusting the percentage of each asset in an investment portfolio according to the investor's risk tolerance, goals, and investment time frame.

-Using low cost ETF's this strategy attempts to offer a broadly diversified portfolio to various asset classes. Once risk parameters and time horizons are established allocations to this program can be made based on upon these variables. The typical allocations are Growth, Moderate or Balanced, and Conservative; however, various degrees of exposure can be fine-tuned should a client desire to change the base allocation. KKM also offers an option* overlay component as an additional service to this program. One example would be a covered call strategy, which would include selling call options on the names (ETF's) listed in the program.

3. KKM EQUITY SELECTION PROGRAM

This program seeks to purchase a concentrated portfolio of U.S. companies earning above-average rates of return at below-average valuations.

Portfolio construction takes a quantitative and statistical approach to search for companies. Candidates can be found in a broad range of capitalizations. Sometimes candidates can be found

in out-of-favor industries. A portfolio is constructed of the top ranked companies found each year and is diversified across different industries.

Holdings are typically reviewed and rebalanced annually.

4. KKM CORPORATE BOND PROGRAM

This program seeks to purchase a diversified portfolio of corporate bond exposure in order to generate current income in excess of government bond yields. The program primarily considers various low-cost bond ETF's, corporate bond offerings and preferred share offerings.

Owners of corporate bonds own a piece of a loan to the corporation issuing the bonds to borrow money. In a company's capital structure, debt obligations rank higher than equity interests, causing a company's bonds to exhibit less fundamental risk than a company's equity. In addition to interest rate and inflation risk, investments in corporate bonds are exposed to default risk, callability risk, and liquidity risk. As such, the higher yield offered by corporate bonds is accompanied by a higher risk of loss.

This program seeks to mitigate, as much as possible, these risks by carefully selecting a diversified basket of corporate bonds according to their yield, duration, industry, and credit quality.

5. KKM DYNAMIC OPTION OVERLAY PROGRAM

This program is designed to achieve a high level of current income and gains from equity and/or index option* premiums. Additionally, the program seeks to control the volatility of the returns relative to maintaining market exposure in an all equities portfolio. This program seeks to achieve these investment objectives by implementing an option selling program designed to offer long risk exposure to specific underlying assets and to capture the historical spread between implied volatility and realized volatility.

6. Essential 40

The Essential 40, is a stock selection program that seeks to create a portfolio of stocks which represent what is essential to the economy and the American way of life today. The Essential 40 is constructed with a commonsense approach based on which companies are irreplaceable and too essential to fail. The intent of the portfolio is to replicate a modern-day version of the Dow Jones Industrial Average using equal weighting instead of price weighting. The constituents are selected on a qualitative basis via committee. Initial holdings are equal weighted in the portfolio and the portfolio is rebalanced annually.

7. KKM ETF Dynamic Model Portfolios

Tactical Rotation Model - The KKM Tactical Rotation Model seeks to identify major themes in the market, have exposure to those sectors controlled by demand, and eliminate exposure to those sectors controlled by supply.

Sector Rotation Model - The KKM Sector Rotation Model seeks to identify major themes in the market, have exposure to those sectors controlled by demand and eliminate exposure to those sectors controlled by supply.

International Rotation Model - The KKM Fixed Income Model attempts to capture the strongest trends and avoid the weakest trends, staying within the universe listed below, rotating based upon changes in performance trends.

Fixed Income Model - The KKM International Rotation Model seeks to identify major themes in the market, have exposure to those funds controlled by demand and eliminate exposure to those funds controlled by supply.

Global Dynamic FX Hedged Model - KKM Global Dynamic FX Hedged Model is designed to identify major performance themes within currency hedged and unhedged securities, have exposure to those controlled by demand, and eliminate exposure to those controlled by supply. The model typically invests in five securities in an equal dollar-weighted manner.

Global ex-US Dynamic FX Hedged Model - KKM Global ex-US Dynamic FX Hedged Model is designed to identify major performance themes within currency hedged and unhedged securities, have exposure to those controlled by demand, and eliminate exposure to those controlled by supply. The model typically invests in four securities in an equal dollar-weighted manner.

Developed ex-US Dynamic FX Hedged Model – KKM Developed ex-US Dynamic FX Hedged Model is designed to identify major performance themes within currency hedged and unhedged securities, have exposure to those controlled by demand, and eliminate exposure to those controlled by supply. The model typically invests in four securities in an equal dollar-weighted manner.

Investment strategies used to implement any investment advice given to clients include long term purchases (securities held at least one year), short term purchases (securities sold within one year), trading (securities sold within thirty days) and option buying and writing (including covered options, uncovered options, overlay, volatility or spreading strategies).

***Options**

Some strategies used by KKM may engage from time to time in various types of options transactions. An option gives the purchaser the right, but not the obligation, upon exercise of the option, either (i) to buy or sell a specific amount of the underlying security at a specific price (the “strike” price or “exercise” price), or (ii) in the case of a stock index option, to receive a specified cash settlement. To purchase an option, the purchaser must pay a “premium,” which consists of a single, nonrefundable payment. Unless the price of the securities underlying the option changes and it becomes profitable to exercise or offset the option before it expires, clients may lose the entire amount of the premium. The purchaser of an option runs the risk of losing the entire investment. Thus, clients may incur significant losses in a relatively short period

of time. The ability to trade in or exercise options also may be restricted in the event that trading in the underlying securities interest becomes restricted. Options trading may also be illiquid in the event a client's assets are invested in contracts with extended expirations. The Portfolio Manager may purchase and write put and call options on specific securities, on stock indices or on other financial instruments and, to close out its positions in options, may make a closing purchase transaction or closing sale transaction. In theory, the exposure to loss is potentially unlimited in the case of an uncovered call writer (i.e., a call writer who does not have and maintain during the term of the call an equivalent long position in the stock or other security underlying the call), but in practice the loss is limited by the term of existence of the call. The risk for a writer of an uncovered put option (i.e., a put option written by a writer that does not have and maintain an offsetting short position in the underlying stock or other security) is that the price of the underlying security may fall below the exercise price.

Risk of Loss - All investment programs have certain risks that are borne by the investor. KKM investment strategies keep the risk of loss in mind. However, as with all investments, clients face investment risks including the following: Loss of Principal Risk, Interest rate Risk, Market Risk, Inflation Risk, Currency Risk, Reinvestment Risk, Business Risk, Liquidity Risk, and Financial Risk.

Item 9 - Disciplinary Information

KKM does not have any disciplinary information to report regarding itself.

Item 10 - Other Financial Industry Activities and Affiliations

Jeff Kilburg, Founder and CEO of KKM has a minority ownership interest in Treasury Curve, LLC ("Treasury Curve"), a registered broker-dealer and member FINRA/SIPC.

Killir Kapital Management, LLC is owned by Jeff Kilburg.

KKM is owned by 99.5% Killir Kapital Management, LLC and 0.5% by Matthew Franz.

Jeff Kilburg is a CNBC contributor.

Jeff Kilburg is occasionally asked to participate as a guest speaker by the CME Group. When giving presentations, he may also discuss strategies used or favored by KKM.

Jeff Kilburg also serves as the CIO (Chief Investment Officer) for Sanctuary Wealth.

Jeff Kilburg and Daniel Deming periodically speak as commentators on CNBC and other networks, including (but not limited to) TD Ameritrade Network, Yahoo! Finance, Bloomberg and BNN Bloomberg. While doing so, they may discuss strategies used or favored by KKM.

Daniel Deming is occasionally asked to participate as a guest speaker by the Cboe Global Markets and the CME Group. When giving presentations, he may also discuss strategies used or favored by KKM.

Daniel Deming provides video commentary for the CME Group and Cboe Global Markets.

Dan Bylsma has an ownership interest in EAM Capital, LLC, a personal investment management LLC. Mr. Bylsma also has a partnership arrangement with the Edward Daniels, LLC, which is a real estate business.

KKM has a sub-advisory agreement with Savoie Capital, LLC.

Rick Dooley is the Chief Compliance Officer for Savoie Capital, LLC.

These ownership, business and engagement relationships may result in conflicts of interest, and clients are hereby notified of the existence of these conflicts. When making investment decisions for clients, KKM and its representatives act in the best interest of clients.

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

A Code of Ethics (the “Code”) has been developed for KKM’s access persons. This Code was developed to provide general ethical guidelines and specific instructions regarding the duties owed to advisory clients. All access persons must act with competence, dignity, integrity, and in an ethical manner, when dealing with clients, the public, prospects, third-party service providers and fellow access persons. Access persons must use reasonable care and exercise independent professional judgment when conducting investment analysis, making investment recommendations, trading, promoting KKM’s services, and engaging in other professional activities. All access persons are expected to adhere to the highest standards with respect to any potential conflicts of interest with clients. As a fiduciary, KKM must act in its clients’ best interests.

Representatives of KKM may buy or sell securities, including options, for themselves that they also recommend to clients. Where a transaction for a Representative, or an account related to a Representative, is contemplated, a client’s transaction is given priority. KKM has developed a Code of Ethics applicable to all persons who have access to confidential client records or to recommendations being made for client accounts. Designed to prevent conflicts of interest between the financial interests of clients and the interests of the firm’s staff, the Code requires, among other procedures, such “access persons to obtain preapproval of certain securities transactions, to report transactions quarterly and to report all securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain employee securities purchases and sales based on transactions made, or anticipated to be made, in the same securities for clients’ accounts. The Code also established certain bookkeeping requirements relating to federal reporting rules. The Code is required to be reviewed annually and updated as necessary.

A complete copy of the firm’s code is available upon request.

Item 12 - Brokerage Practices

We may place orders to purchase and sell investments through each client's broker(s) or dealer(s). In selecting among client's broker(s) or dealer(s) for any transaction or series of transactions, we may consider a number of factors including, for example, net price, reputation, financial strength and stability, efficiency of the trade executions KKM receives, block trading and block positioning capabilities, willingness to execute related or unrelated difficult transactions, and other matters ordinarily involved in the receipt of brokerage service generally. We may cause client accounts to pay higher commissions to a broker or dealer that provides brokerage or research services to us if we determine in good faith that the amount of such commission is reasonable in relation to the value of the brokerage or research services provided by such executing broker or dealer viewed in terms of particular transaction(s) or our overall responsibilities to client accounts. When referring clients to dealers, we will only refer clients to dealers registered in states where the clients reside.

KKM Financial does not receive soft dollar benefits from the custodians to whom we recommend clients.

Clients should be aware that KKM may utilize brokerage platform for trade execution that may aggregate sale and purchase orders (in a best execution manner) of securities held in the account with similar orders being made simultaneously for other accounts managed by KKM, if, in our judgment, such aggregation results in an overall economic benefit to the account based on an evaluation that the account is benefited by relatively better purchase or sale prices, potentially lower commission expenses, and beneficial timing of transactions, or a combination of such factors.

In the event of an order error by the firm, it is the firm's policy to make the client's account whole.

Item 13 - Review of Accounts and Reports

Account Review – KKM Financial reviews its strategies on a continuing basis. Additionally, KKM Financial monitors daily stock and bond markets, Mutual Funds, ETF's, market fundamentals and other technical indicators. Based on the interpretation of these indicators and the recent performance of each investment, KKM Financial attempts to place each client's assets in investments that in the opinion of the applicant are currently performing well. All clients are advised that it remains their responsibility to advise KKM Financial of any changes in their investment objectives and/or financial situation, or if they want to impose, add to or modify any reasonable restrictions on the investment management services. All clients (in person or by telephone) are encouraged to review investment objectives and account performance with KKM Financial on an annual basis.

Reports – KKM Financial does not typically provide written reports to clients however, each client receives statements at least quarterly from the custodian of assets. Additionally, the majority of custodians provide online access to the client to view the account.

Item 14 - Client Referrals and Other Compensation

Incoming Referrals –The firm does not pay for referrals other than illustrated in the Solicitor Disclosure Statement of the Investment Advisory Contract.

If a client is introduced to KKM by either an unaffiliated or an affiliated solicitor, KKM may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from KKM's investment management fee and shall not result in any additional charge to the client. If the client is introduced to KKM by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of KKM's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between KKM and the solicitor, including the compensation to be received by the solicitor from KKM.

Referrals to Other Professionals - KKM Financial does not accept referral fees or any form of compensation from other professionals when a prospect or client is referred to them.

KKM may place clients in mutual funds advised by KKM to gain the same type of exposure to the methodology of the strategy should KKM determine it to be a more efficient means of executing the strategy. As an adviser to a mutual fund, KKM receives management fees from such mutual funds and holds the right to collect normal advisory fees from a client while also receiving management fees from the mutual funds. Thus, KKM is not obligated to pass any management fees received from the adviser of the mutual fund to KKM's client in that particular fund.

Item 15 - Custody

KKM does not take custody of client funds or securities. These safekeeping services are typically provided to managed accounts only by the brokerage firm processing the securities transactions ordered by KKM or third-party managers. All confirmations and account statements will be generated and sent from the client's selected brokerage firm.

To the extent a client receives any account or other investment ownership statement from KKM, KKM recommends the client carefully compare the report to the custodian's statements.

Item 16 - Investment Discretion

When providing Investment Management Services, KKM Representatives exercise discretionary authority over client accounts. This authority is granted when clients sign KKM's management agreement. This allows KKM to select the securities to buy and sell, the amount to buy and sell, when to buy and sell, without obtaining specific consent from the client for each trade. Clients should be aware that Representatives may make different recommendations and effect different trades with respect to the same

securities and insurance to different advisory clients. Commissions and execution of securities transactions implemented through the custodian/broker dealer recommended by KKM may not be better than the commissions or execution available if the client used another brokerage firm. However, KKM believes the overall level of services and support provided to the client by custodians and broker dealers KKM recommends outweighs the potentially lower costs, which may be available from other brokerage service providers.

If a client directs KKM to effect transactions through a particular broker/dealer, KKM will do so. However, such an instruction may have implications to the client which may include incurring transaction costs and commissions that may be higher or lower than if the instruction had not been given. Also, restricting KKM to particular broker/dealers may limit KKM's ability to include a client account order within block orders to obtain the best price or execution. In addition, if KKM is effecting transactions in a security for clients by means of a block* order, as well as an order in the same security for a client who has directed KKM to use a particular broker/dealer, KKM will effect the block* order immediately prior to effecting the directed brokerage trade. Thus, clients directing KKM to use a particular broker/dealer may not receive the same average price for securities bought or sold that would be received if the order was part of a block* order.

KKM has the ability to use this block trade methodology through Interactive Brokers, TD Ameritrade, and Charles Schwab.

*block order trade ability is available on Interactive Brokers, TD Ameritrade, Charles Schwab, and Wells Fargo trading platforms.

Interactive Brokers, TD Ameritrade (iRebal), Charles Schwab, and Wells Fargo platforms have pre-trade allocations to allocate block trades to multiple client accounts with a single mouse click. By creating this block trade allocation KKM attempts to get each client the best possible execution and relative price at the time of order entry.

<https://www.interactivebrokers.com/en/?f=%2Fen%2Fsoftware%2Fpdfhighlights%2FPDF-AdvisorAllocations.php>

TD Ameritrade and Charles Schwab platforms also offer post-trade allocation. Block orders can be allocated to the receiving accounts through the custodian's internal allocation platform. Trades can be allocated evenly across the selected accounts or based on the percentage each account should receive.

KKM manages investments in accordance with the client's investment objective, policies and restrictions. A client may, from time to time, revise, supplement, or otherwise modify the guidelines by specifying such revision, supplement, or amendment in writing to the firm; provided, however, that no such revision, supplement, or modification shall be effective until written notice thereof is received by the firm.

Limited Power of Attorney / Trading Authorization clients may be required to sign a limited power of attorney form or Trading Authorization form before KKM Financial is given discretionary authority at certain custodians. The limited power of attorney or trading authorization form may be included with the account application/contract of the custodian of assets.

Item 17 - Voting Client Securities

KKM and its Representatives typically do not vote proxies on behalf of clients who will receive such notices from their account's custodian.

In the event that a proxy vote would occur for portfolio securities of the Fund, KKM will instruct voting pursuant to the firm's proxy voting policies and procedures.

KKM also does not take any action on legal notices it or a client may receive from issuers of securities held in a client's managed account.

KKM's primary purpose and fiduciary responsibility is to maximize shareholder value, which is defined as share price and dividend appreciation. Should a proxy vote be necessary KKM will vote proxies in the best interests of our Funds, Portfolios and clients and will generally vote for, against, consider on a case-by-case basis, or abstain from voting as indicated below. Because of the extenuating circumstances associated with specific proxy issues, KKM's votes may differ from time to time from the indications noted. In addition, the list may not include all proxies on which KKM votes. KKM will also act, in our best judgment, on behalf of our Funds, Portfolios and clients on certain corporate actions that impact shareholder value, such as tender offers and bankruptcy proceedings.

Voting Guidelines:

1. Routine Business Decisions and Director Related Proposals

Advisor votes for:

- a) Name changes
- b) Directors in uncontested elections
- c) Elimination/limitation of directors' liability
- d) Indemnification of directors
- e) Reincorporation that is not a takeover defense

Advisor considers on a case-by-case basis:

- f) Directors in contested elections
- g) Approval of auditors.

2. Corporate Governance

Advisor votes for:

- a) Majority independent board
- b) Audit, compensation & nominating committees that are comprised exclusively of independent directors
- c) Minimum director share ownership
- d) Separate offices of chairperson and CEO
- e) Limitation on number of other board seats
- f) Confidential voting
- g) Shareholders' ability to remove directors
- h) Shareholder right to call special meetings

Advisor votes against:

- a) Supermajority vote requirements
KKM will support proposals to remove supermajority requirements and oppose proposals to impose them.
- b) Limiting directors' tenure
- c) Restrictions on shareholders to act by written consent

Advisor considers on a case-by-case basis:

- d) Shareholder proposals
- e) Dissident proxy battle

3. Director and Executive Compensation

Advisor votes for:

- a) Disclosure of executive compensation

Advisor votes against:

- b) Golden and tin parachutes

Advisor considers on a case-by-case basis:

- c) Restricting executive compensation
- d) Executive compensation plans
- e) Establish/Increase share option plans for directors and executives

4. Take-Over Defense

Advisor votes against:

- a) Reincorporation to prevent takeover
- b) Issue new class of common stock with unequal voting rights
- c) Adoption of fair price amendments
- d) Establish a classified (or "staggered") board of directors
- e) Eliminating cumulative voting
- f) Poison pills
- g) Blank check preferred stock

5. Capital Structure

Advisor votes for:

- a) Increase authorized common stock (unless additional stock is a takeover defense, i.e., poison pill).
- b) Share repurchase programs (when all shareholders may participate on equal terms)

Advisor votes against:

- c) Unequal voting rights, such as dual class of stock
- d) Pre-emptive rights

Advisor considers on a case-by-case basis:

- e) Increase preferred stock
- f) Blank check preferred stock (not for takeover defense)

- g) Restructuring plans
6. Other Shareholder Value Issues
- Advisor votes for:
- a) Employee stock ownership plans (ESOPs)
 - b) Employee stock purchase plans
 - c) 401(k) plans
- Advisor votes against:
- c) Greenmail
- Advisor considers on a case-by-case basis:
- e) Mergers and acquisitions
 - d) Spin-offs and asset sales
7. Corporate, Social and Environmental Policy Proposals
- As noted above, KKM's fiduciary responsibility is the maintenance and growth of our clients' assets. Accordingly, KKM will typically vote in accordance with management's recommendations or abstain from voting on proposals concerning corporate policy and social and environmental issues. When such proposals impact shareholder value, Advisor may vote on a case-by-case basis.
8. Proposals Specific to Mutual Funds
- KKM serves as investment adviser to certain investment companies under the Northern Lights Fund Trust. These funds invest in other investment companies that are not affiliated ("Underlying Funds") and are required by the Investment Company Act of 1940, as amended (the "1940 Act") to handle proxies received from Underlying Funds in a certain manner. Notwithstanding the guidelines provided in these procedures, it is the policy of KKM to vote all proxies received from the Underlying Funds in the same proportion that all shares of the Underlying Funds are voted, or in accordance with instructions received from fund shareholders, pursuant to Section 12(d)(1)(F) of the 1940 Act. After properly voted, the proxy materials are placed in a file maintained by the Chief Compliance Officer for future reference.
- IV. Conflicts of Interest
- On occasion, a conflict of interest may exist between KKM and the Funds, Portfolios and clients regarding the outcome of certain proxy votes. In such cases, KKM is committed to resolving the conflict in the best interest of our Funds, Portfolios and clients before we vote the proxy in question.
- If the proxy proposal is a Routine Proxy Proposal, KKM will typically adhere to the standard procedure of referring to the principles and guidelines described herein in deciding how to vote. Alternatively, KKM may disclose the conflict to our clients and obtain their consent before voting or seek the recommendation of an independent third party in deciding how to vote.
- If the proxy proposal is a Non-Routine Proxy Proposal, KKM will take any of the following courses of action to resolve the conflict:

- 1) Disclose the conflict to our Funds, Portfolios and clients and obtain consent before voting;
- 2) Suggest that our Funds, Portfolios and clients engage another party to determine how the proxy should be voted; or
- 3) Vote according to the recommendation of an independent third party, such as a:
 - proxy consultant;
 - research analyst;
 - proxy voting department of a mutual fund or pension fund; or
 - compliance consultant.

These policies and procedures may also be found in KKM's Form ADV, Part II and supporting schedules.

Item 18 - Financial Information

KKM does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. KKM does not have any financial condition that is reasonably likely to impair its ability to meet its contracted commitment to any client.

Item 19 - Requirements for State-Registered Advisers

Background Information. See the attached Schedule(s) 2.B for background information about management personnel -- those giving advice on behalf of KKM.

Other Business. KKM is not engaged in any business other than providing investment advice.

Legal Events. Neither KKM nor any of its management persons has been involved with (1) any arbitration claim of any kind; (2) any self-regulatory organization or administrative proceeding of any kind, other than described in Item 9 above.

Relationships. Neither KKM nor any of its management persons have a relationship with an issuer of securities.

PRIVACY POLICY

Preserving trust is a core value. KKM Financial LLC (“KKM”) recognized that clients expect us to protect the information they provide us and to use it responsibly. We are strongly committed to fulfilling the trust that is the foundation of our clients’ expectations. For that reason we have adopted and adhere to the following policy regarding the privacy of client information.

Why We Collect And How We Use Information.

When we evaluate your request for our services, provide investment advice to you and place transactions for your account, you typically provide us with certain personal information necessary for us to provide these services. We may also use that information to offer you other services we or an affiliate may provide which may meet your investment needs.

What Information We Collect.

The information we collect may include; name and address; employer, Social Security number or tax payer indemnification number; assets; income; account transactions; investment and other financial product positions and balances; investment objectives; accounts at other institutions; transactions at other institutions, including affiliates; the identities of accountants, attorneys and other professionals you engage. Information we collect may also include information we receive from third parties, including credit bureaus; and information we obtain to verify your representations to us, such as your identity and assets.

We Limit How, and With Whom We Share Your Information

We do not sell your personal information to anyone. We may disclose information about you with your consent to our employees, affiliates, representatives and their affiliated businesses. We may disclose information to non-affiliated third parties when providing services to you. Non-affiliated third parties may include retirement plan sponsors or third party administrators, mutual fund companies, insurance companies and agencies, third party advisory firms, banks, broker-dealers, transaction clearing firms, accountants, lawyers, securities professionals, companies that assist us with the maintenance of required records, and other to assist us, or them, in providing services to you.

We may also share information with companies that perform services on our behalf, such as the companies that we hire to perform marketing or administrative services. Companies we may hire to provide support services are not allowed to use your personal information for their own purposes. We may also make additional disclosures as permitted by law.

We will also share the information we received from you as required by laws and rules applicable to you, client account service providers, KKM or KKM’s representatives.

If you close your account, in the process of transferring your accounts we may share your information with the new broker-dealer, investment adviser or custodian that you or your KKM representative selects. Your KKM Representative may use the personal information about you in his or her files to provide you with information regarding the new firm, account transfer procedures and documents.

If you prefer that we not share your nonpublic personal information (except in those circumstances described above that are permitted or required by law), you may opt out at any time by notifying us not to share information. To notify us, please call us at (312) 448-7230. You will be asked to provide identifying client information at that time, including your Social Security Number.

For accounts that are held jointly by more than one client, any of the account holders may opt out on behalf of the other account holders. Any opt out instructions received from one owner of a joint account will apply also to individual accounts in that person's name, as well as other accounts held jointly by that person, based on the account information we have.

How We Protect Information.

Employees and our advisory representatives are required to comply with our established information confidentiality procedures. We also maintain physical, electronic, and procedural safeguards to protect information. For example, our computer systems utilize password protection to prevent access by unauthorized personnel. KKM ensures service providers provide assurances that they will restrict their use of the information provided about you.

Access to and Correction of Your Information.

Upon your written request, we will make available your information for review. Information collected in connection with or in anticipation of, any claim or legal proceeding will not be made available. If your personal information with us becomes inaccurate, or if you need to make a change to that information, please contact us at the number shown below so we can update our records. Also, if you believe someone has accessed your account without authorization, please contact us as soon as possible.

Further Information.

For additional information regarding our privacy policy, or if you have any questions and/or concerns about your account or about our services, please contact us by writing to us at 141 W. Jackson Blvd., SUITE 1711, Chicago, Illinois 60604.