



Essex Financial Services, Inc.

Form ADV Part 2A – Disclosure Brochure

Effective: December 3, 2024

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Essex Financial Services, Inc. (“Essex Financial” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (860) 767-4300 or by email at info@essex.financial.

Essex Financial is a registered investment advisor with the U.S. Securities and Exchange Commission. 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 Essex Financial to assist you in determining whether to retain the Advisor.

Additional information about Essex Financial 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# 127549.

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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 the Advisory Persons of Essex Financial.

Essex Financial 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. Essex Financial encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

There have been no material changes made to this Disclosure Brochure since the last filing and distribution to Clients.

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.

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# 127549. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (860) 767-4300 or by email at info@essex.financial.

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Services	4
A. Firm Information	4
B. Advisory Services Offered	4
C. Client Account Management	6
D. Wrap Fee Programs	6
E. Assets Under Management	6
Item 5 – Fees and Compensation	6
Item 6 – Performance-Based Fees and Side-By-Side Management	9
Item 7 – Types of Clients	10
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	10
A. Methods of Analysis	10
B. Risk of Loss	10
Item 9 – Disciplinary Information	12
Item 10 – Other Financial Industry Activities and Affiliations	12
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	13
A. Code of Ethics	13
B. Personal Trading with Material Interest	13
C. Personal Trading in Same Securities as Clients	13
D. Personal Trading at Same Time as Client	14
Item 12 – Brokerage Practices	14
A. Recommendation of Custodian[s]	14
B. Aggregating and Allocating Trades	15
Item 13 – Review of Accounts	15
A. Frequency of Reviews	15
B. Causes for Reviews	15
C. Review Reports	15
Item 14 – Client Referrals and Other Compensation	16
A. Compensation Received by Essex Financial	16
B. Compensation for Client Referrals	16
Item 15 – Custody	16
Item 16 – Investment Discretion	17
Item 17 – Voting Client Securities	17
Item 18 – Financial Information	17
Privacy Policy	18

Item 4 – Advisory Services

A. Firm Information

Essex Financial Services, Inc. (“Essex Financial” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Corporation under the laws of the State of Connecticut. Essex Financial was founded in August 2003 and is wholly owned by Essex Savings Bank and operated by Charles Cumello Jr (Chief Executive Officer), Ronald Nelson (Chief Operating Officer) and Jennifer Krakower (Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Essex Financial.

B. Advisory Services Offered

Essex Financial offers investment advisory services to individuals, high net worth individuals, corporations, corporate pension and profit-sharing plans, Taft-Hartley plans, trusts, estates, charitable institutions, foundations, endowments and municipalities (each referred to as a “Client”).

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. Essex Financial's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services

Essex Financial 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 related advisory services. Essex Financial works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Essex Financial will then construct an investment portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client's investment goals. The Advisor may also utilize individual stocks, bonds, private investments or third-party independent managers and managed account programs to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client's legacy investments based on portfolio fit and/or tax considerations.

Essex Financial's investment strategies are primarily long-term focused, but the Advisor 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. Essex Financial 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 the Advisor.

Essex Financial evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Essex Financial may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Essex Financial may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement.

Essex Financial 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.

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.

Third-Party Managed Account Programs - Essex Financial, pursuant to separate agreements with Envestnet Asset Management, Inc. ("Envestnet"), Fidelity Institutional Wealth Advisors ("FIWA") and Lockwood Financial Services (Lockwood), offer the Managed Accounts Solutions Program ("MAS Program"), FMAX Program and Lockwood Managed360® Program. These programs allow Advisory Persons to choose from a selection of advisory programs and related services that Envestnet, FIWA and Lockwood provide. These programs allow Clients; in conjunction with Advisory Persons; to independently select the discretionary investment advisory services of certain professional portfolio management firms for the individual management of Client accounts, utilize third party models including automated rebalancing of portfolios. The FMAX Program allows for the use of Unified Managed Accounts ("UMA"), which enables Advisory Persons to create personalized client portfolios using multiple Separately Managed Accounts ("SMA") within a single account. In such instances, the Advisor and Advisory Persons are responsible for: 1) assisting each Investor in selecting the Model Portfolio(s) that is/are suitable for that Investor; 2) monitoring whether a Model Portfolio continues to be suitable for an Investor; 3) Monitoring whether a third-party wrap fee program is suitable for the investor; and 3) communicating any Client restrictions to the respective investment manager.

Use of Independent Managers (Via Dual Contract) – Essex Financial may recommend that Clients utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio, based on the Client's needs and objectives. In such instances, the Client will be required to authorize and enter into an investment management agreement with an Independent Manager that defines the terms in which the Independent Manager will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures).

Financial Planning Services

Essex Financial will typically provide a variety of financial planning and consulting services to Clients, 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 involve preparing a formal financial plan or rendering a specific 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.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) 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 the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Retirement Plan Advisory Services

Essex Financial provides retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services available include:

- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring
- Investment Oversight and Recommendations (ERISA 3(21))
- Performance Reporting

These services are provided by Essex Financial 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 Essex Financial’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 Essex Financial to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

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

D. Wrap Fee Programs

Essex Financial does not sponsor a wrap fee program. However, Essex Financial may place Client assets into third-party wrap fee programs. When third-party wrap fee programs are utilized the Sponsor’s wrap fee program brochure will be provided to Clients which further describes the details of the program. Essex Financial neither receives direct or indirect compensation from the third-party money manager nor shares in any revenue or expenses with them. Fees deducted from Clients’ accounts are charged as a gross fee, meaning Essex Financial collects the total fee contractually agreed upon within the advisory agreement with the Client, irrespective of any transaction costs incurred by the third-party money manager or platform.

E. Assets Under Management

As of September 30, 2024, Essex Financial manages \$3,774,949,289 in Client assets, \$2,919,935,227 of which are managed on a discretionary basis and \$855,014,061 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

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

Investment Management Services

Investment management fees are paid quarterly, in advance of each three-month period ("Billing Period") pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior Billing Period.

Investment management fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$999,999	1.50%
From \$1,000,000 to \$2,999,999	1.25%
From \$3,000,000 to \$4,999,999	1.00%
From \$5,000,000 to \$9,999,999	0.75%
Over \$10,000,000	Negotiable

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

Investment management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective Billing Period. The amount due is calculated by applying the quarterly rate (annual rate divided by the number of days in the year, multiplied by the number of days in the quarter) to the total assets under management with Essex Financial at the end of the prior Billing Period. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients are urged to review the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Essex Financial to be paid directly from their account[s] held by the Custodian as part of the investment management agreement and separate account forms provided by the Custodian.

Third-Party Managed Account Programs – Fees charged for Third-Party Managed Account Programs shall be in addition to Essex Financial's investment management fee. Third-Party Managed Account Program fees which range from 0.11% to 0.32% based on the dollar amount of the individual account with a platform fee minimum of \$65. The Investor Fee charged is calculated as an annual percentage of assets based on the market value of the account at the end of each quarter and is charged on a quarterly basis. It is prorated to the end of the the billing cycle upon inception of the account. For accounts utilizing the FMAX platform, the fees are outlined in the Statement of Investment Selection that is provided to Clients prior to investing. Fees for all other Third-Party Managers are outlined in a respective Schedule C of the Essex Financial Investment Management Agreement that is provided to the Clients prior to investing. The combined fee with Essex Financial shall not exceed 2% in total. Clients will receive a copy of the managers Form ADV Part 2A, which provides greater detail regarding the Third-Party Managed Account Program. Upon termination of any Account in a Third-Party Managed Account Program, any prepaid, unearned fees will be promptly refunded on a pro-rata basis, and any earned, unpaid fees will be due and payable.

Use of Independent Managers (Via Dual Contract) – As noted in Item 4, the Advisor will 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.

For Client accounts implemented through an Independent Manager, the Client's overall fees will include Essex Financial's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged

by the Independent Manager. The Independent Manager will assume the responsibility for calculating the Client's fees and deducting all fees from the Client's account[s].

In the event that 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 and that Independent Manager. Essex Financial will assist the Client with the termination and transition as appropriate.

Financial Planning Services

Essex Financial offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly fees range from \$75 to \$250 per hour. Fixed fees range from \$250 to \$5,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services. Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s].

Essex Financial may require an advance deposit as described above. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor'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. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. Upon termination, the Advisor will refund any unearned, prepaid planning fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.00% based on the market value of assets under management in the Plan. Retirement plan advisory fees are billed quarterly either in advance of, or at the end of each quarter. Fees may be negotiable depending on the size and complexity of the Plan. Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

Essex Financial may be compensated in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor'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. The Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Essex Financial, 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, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Essex Financial are separate and distinct from these custody and execution fees.

In addition, all fees paid to Essex Financial 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.

Advisors are instructed to utilize lower-cost "Institutional" mutual fund share classes, which have lower expense ratios, where possible. Certain of the open-end mutual funds that are held in the Essex Managed Account, in addition to assessing management fees, internally assess distribution, administrative and other service fees, commonly referred to as 12b-1 fees. These fees are generally in an amount equal to .25% or less of the mutual fund balance. Such fees are included in the calculation of operating expenses of a mutual fund, with the result that these funds may have higher ongoing operating expenses (and thus, higher expense ratios) than funds that do not pay such fees. The existence of such fees is disclosed in the prospectus for each mutual fund. Due to costs to the investor we do not recommend the purchase of mutual funds that pay 12b-1 fees. However, Clients may deliver such mutual funds into their account with Essex Financial or otherwise hold such shares. Where possible, Essex Financial will seek to exchange higher-cost share classes for lower-cost "Institutional" share classes. If a lower-cost Institutional share class is not available, we may recommend the liquidation or sale of such mutual funds when it is in the best interest of Clients. There may be instances when we defer the recommendation of the sale of such shares for capital gains (tax) or liquidation penalties (contingent deferred sales charges) purposes when it would not be in the best interest of the Client.

A Client may be able to invest in these products directly, without the services of Essex Financial, but would not receive the services provided by Essex Financial 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 Essex Financial to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

Compensation for Sales of Securities

Essex Financial 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.

Certain Advisory Persons are also registered representatives of The Leaders Group, Inc. ("TLG"). TLG is a registered broker-dealer (CRD No. 37157), member FINRA, SIPC. In one's separate capacity as a registered representative of TLG, an Advisory Person implements securities transactions under TLG and not through Essex Financial. In such instances, Advisory Persons 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 Essex Financial's advisory fees. This practice presents a conflict of interest because the Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Certain Advisory Persons are licensed insurance professionals and implement insurance through Essex Financial, a dually licensed insurance agency. Advisory Persons (as insurance agents) and Essex Financial earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Advisory Persons and Essex Financial are separate and in addition to advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation to purchase insurance products through Essex Financial or any Advisory Person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

Essex Financial does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Essex Financial offers investment advisory services to a variety of clients including individuals, high net worth individuals, corporations, corporate pension and profit-sharing plans, Taft-Hartley plans, trusts, estates, charitable institutions, foundations, endowments and municipalities.

Essex Financial generally requires a minimum account size of \$25,000 to effectively implement its investment process. The account minimum may be waived at the sole discretion of the Advisor. Additionally, certain platforms and/or independent managers may impose their own minimums which are outlined in their respective Form ADV Part 2A – Disclosure Brochure documents.

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

A. Methods of Analysis

Essex Financial primarily employs a fundamental analysis method in developing investment strategies for its Clients. Technical Analysis, including Charting and the active monitoring of markets and individual positions, is used as a means of confirming fundamental screening analysis. Various technical tools in trading and research platforms are monitored for relative strength analysis of individual positions versus group and sector performance.

Research and analysis from Essex Financial 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.

Analysis and investment strategies for Client accounts are part of a customized process based on interview and understanding of the Clients' needs and objectives. Advisory Persons work closely with individual clients to determine suitability of investments and portfolio construction. The Essex Financial Investment Team is comprised of a number of the firm's Advisory Persons who provide investment advisory services. The Investment Team's actively screens investment opportunities, primarily including mutual funds and ETF's utilizing third party services and in-house criteria. The Investment Team screening aims to produce actionable "Research Lists" which can be further reviewed in light of a clients' needs and objectives. "Research Lists" are examined and updated on an ongoing and at least monthly basis.

Essex Financial generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Essex Financial 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, Essex Financial 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. Essex Financial 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 the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

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.

Fixed Income Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

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.

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. Client should only have a portion of their assets in these investments.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

Essex Financial 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 or 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# 127549.

On November 23, 2015, Essex Financial entered into a Consent Order with the Banking Commissioner of the State of Connecticut ("Commissioner"). The Consent Order alleged that the Advisor, in violation of Connecticut law: 1) engaged an unregistered investment adviser agent; 2) failed to keep SEC required records (notably ledgers and supporting documents related to payments made to such unregistered investment adviser agent) true and accurate; and 3) failed to establish, enforce and maintain a system for supervising the activities of its agents, investment adviser agents and Connecticut office operations that was reasonably designed to achieve compliance with applicable securities laws and regulations. The alleged violations related to payments the Advisor improperly made to an attorney at the direction of the Advisor's former president and CEO in connection with a client referral. Without admitting or denying the allegations, the Advisor consented to an administrative fine of \$25,000. In the Consent Order, the Commissioner acknowledged that Essex Financial self-reported the alleged violations to the Department of Banking and cooperated with the Connecticut Securities Division throughout its examination and investigation of Essex Financial. The Consent Order and related bulletin recited that the Advisor's Board of Directors, on its own initiative, instituted a series of remedial measures in response to the events resulting in the alleged violation, including, but not limited to, removing its former president and CEO from those positions and restructuring the reporting structure to address potential compliance problems. On November 23, 2015, Essex Financial terminated the employment of its former president in connection with this matter.

On January 9, 2017, the Securities and Exchange Commission (the "Commission") entered an Order in connection with an Administrative Proceeding initiated by the Commission that alleged that Essex Financial violated the cash solicitation portions of the Investment Advisers Act which prohibit the payment of referral fees to a solicitor unless disclosure and other requirements are met. The alleged violations were in connection to the improper referral arrangement discussed above. Without admitting or denying the allegations, Essex Financial submitted an Offer of Settlement (the "Offer") which the Commission determined to accept. In the Offer, Essex Financial agreed to provide disgorgement of \$170,000 (plus interest), which represented revenue Essex Financial received from the improper referral fee arrangement. In determining to accept the Offer, the Commission considered remedial acts promptly undertaken by the Advisor and cooperation afforded the Commission staff.

In February 2018, the Commission announced an initiative to investment advisory firms registered with the Commission to self-report issues relating to a firm's selection of mutual fund share classes that paid the adviser (as a dually registered broker-dealer) or its related entities or individuals a fee pursuant to Rule 12b-1 of the Investment Company Act of 1940 ("12b-1 fees") when a lower-cost share class for the same fund was available to clients. The Share Class Selection Disclosure Initiative (the "SCSD Initiative") was intended to identify and promptly remedy clients who paid such 12b-1 fees. Essex Financial elected to participate in the SCSD Initiative and, on September 30, 2019, without admitting or denying the findings, consented to the entry of an order by the Commission (the "Order") finding that it violated Section 206(2) of the Investment Advisers Act of 1940 (the "Act"). Pursuant to the Order, Essex Financial agreed to cease and desist from committing or causing any future violations of the Act, to notify affected clients about the terms of the Order, and to pay disgorgement and interest to affected accounts in the amount of \$645,000. Additionally, as required by the Order, Essex Financial enhanced its disclosure regarding mutual fund share class selection, reviewed existing client accounts to determine whether they should be moved to a lower-cost share class, and updated its policies and procedures regarding mutual fund share class selection.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliation

As noted in Item 5, certain Advisory Persons are licensed insurance professionals and implement insurance through Essex Financial. Advisory Persons (as insurance agents) and Essex Financial earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Advisory Persons and Essex Financial are separate and in addition to advisory fees. This practice presents a conflict

of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation to purchase insurance products through Essex Financial or any Advisory Person affiliated with the Advisor.

Broker Dealer Affiliation

As noted in Item 5, certain Advisory Persons are also registered representatives of TLG. In one's separate capacity as a registered representative of TLG, an Advisory Person implements securities transactions under TLG and not through Essex Financial. In such instances, Advisory Persons 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 Essex Financial's advisory fees. This practice presents a conflict of interest because the Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative.

Essex Savings Bank

The Advisor is a wholly-owned subsidiary of Essex Savings Bank (the "Bank"). Certain of Essex Financial's directors are also directors of the Bank. The Bank and its employees may refer prospective clients to utilize the services of Essex Financial for retail customer investment management needs. Similarly, Essex Financial may refer Clients to the Bank for banking needs and trustee services. This presents a conflict of interest as the Bank stands to benefit from additional revenue if Clients engage Essex Financial for services or vice versa. Any compensation received by the Bank for providing banking or trustee services is entirely separate and distinct from the advisory fees charged by Essex Financial. Advisory Persons receive no compensation for recommending the Bank to Clients. Clients are not obligated to utilize the services of the Bank in order to remain a Client of the Advisor.

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

A. Code of Ethics

Essex Financial has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Essex Financial ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Essex Financial and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Essex Financial's 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 (860) 767-4300 or via email at info@essex.financial.

B. Personal Trading with Material Interest

Essex Financial allows Supervised Persons with access to non-public information ("Access Persons") to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Essex Financial does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Essex Financial does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Essex Financial allows Access 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 the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, 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 Essex Financial requiring reporting of personal securities trades by its Access Persons for review by the Chief Compliance Officer ("CCO") or delegate 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 Essex Financial allows Access 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 afterwards. **At no time will Essex Financial, or any Access Person of Essex Financial, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

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

Where Essex Financial does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Essex Financial. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Essex Financial 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, and its reputation and/or the location of the Custodian's offices.

Essex Financial will generally recommend that Clients establish their account[s] at Fidelity Clearing and Custody Solutions and related divisions and entities of Fidelity Investments, Inc., including National Financial Services LLC, and Fidelity Brokerage Services LLC (collectively "Fidelity"), a FINRA-registered broker-dealer and member SIPC. Fidelity will serve as the Client's "qualified custodian." Essex Financial maintains an institutional relationship with Fidelity, whereby the Advisor receives economic benefits from Fidelity.

Essex Financial has established an institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. Access to the Fidelity platform is provided at no charge to the Advisor. The Fidelity platform includes brokerage, custody, administrative support, recordkeeping, technology and related services designed to support registered investment advisors like Essex Financial in serving Clients. These services are intended to serve the best interests of the Advisor's Clients.

Fidelity may charge brokerage commissions (securities transaction fees) for effecting certain securities transactions. Fidelity enables the Advisor to obtain certain no-load mutual funds without securities transaction fees and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

In limited instances, Essex Financial may recommend that Clients establish their account[s] Pershing Advisor Solutions a division of Pershing, LLC ("Pershing"), a FINRA-registered broker-dealer and member SIPC. In such instances, Pershing will serve as the Client's "qualified custodian". Essex Financial maintains an institutional relationship with Pershing, whereby the Advisor receives economic benefits from Pershing.

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. **Essex Financial does not participate in soft dollar programs sponsored or offered by any broker-**

dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.

2. Brokerage Referrals - Essex Financial 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 Essex Financial 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]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Essex Financial will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Essex Financial will execute its transactions through the Custodian as authorized by the Client.

Essex Financial typically does not aggregate orders in a block trade but rather implements client orders on an individual basis. Considering the types of investments the Advisor holds in Client accounts, Essex Financial does not believe Clients are hindered because the Advisor develops individualized investment strategies for Clients and holdings will typically vary. The Advisor's strategies are primarily developed for the long-term and minor differences in price execution are not material to our overall investment strategy.

In limited instances where Essex Financial does aggregate orders in a block trade the Advisor will allocate the securities actually purchased or sold by the close of each business day in a manner that is consistent with the initial pre-allocation or other written statement. This will be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by financial advisors. 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., 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 Essex Financial 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]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Essex Financial

Essex Financial is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Essex Financial does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Essex Financial may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Essex Financial may receive non-compensated referrals of new Clients from various third-parties.

Participation in Institutional Advisor Platform - Fidelity

As noted in item 12, Essex Financial has established an institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. As part of the arrangement, Fidelity also makes available to the Advisor, at no additional charge to the Advisor, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies. The Advisor may also receive additional services and support from Fidelity. As a result of receiving such services for no additional cost, the Advisor may have an incentive to continue to use or expand the use of Fidelity's services. The Advisor examined this potential conflict of interest when it chose to enter into the relationship with Fidelity and has determined that the relationship is in the best interests of the Advisor's Clients and satisfies its Client obligations, including its duty to seek best execution. Please see Item 12 above. The Advisor receives access to software and related support without cost because the Advisor renders wealth management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a 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.

Participation in Institutional Advisor Platform - Pershing

Essex Financial has established an institutional relationship with Pershing to assist the Advisor in managing Client account[s]. Access to the Pershing 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.

B. Compensation for Client Referrals

Essex Savings Bank may from time to time pay referral fees to Bank employees which refer clients to Essex Financial. These referral fees are paid one time, in a nominal, fixed amount, and are not dependent upon whether the customer ultimately opens an account with Essex Financial.

Item 15 – Custody

The SEC deems an investment adviser to have custody of client assets any time an adviser has access to clients' funds or securities, including when an adviser directly or indirectly holds client assets, has the authority to obtain possession of client assets, or has the ability to appropriate client assets.

Debiting Advisory Fees

Essex Financial is deemed to have "custody" of Client assets because it has arrangements with clients whereby the Advisor may directly debit advisory fees from Client accounts. 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 Essex Financial to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Essex Financial to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

Standing Letters of Authorization to Third Parties

Essex Financial is deemed to have “custody” of Client assets because it has third party standing letters of authorizations (“SLOAs”) to third parties. The SEC issued guidance in 2017 that the use of SLOAs to disburse funds to third parties may deem an investment adviser to have custody of client assets under the advisers act. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client’s instructions.

Essex Savings Bank

Essex Financial is deemed to have “custody” of Client assets because its affiliate serves as trustee for certain Client trust and is not operationally independent by virtue of the fact that the entities have directors in common. Pursuant to securities regulations the Advisor is required to engage an independent accounting firm to perform an annual surprise examination of those assets and accounts over which Essex Financial maintains custody. Opinions issued by the independent accounting firm are filed with the SEC and are publicly available on the SEC’s Investment Adviser Public Disclosure website at <http://adviserinfo.sec.gov>.

Item 16 – Investment Discretion

Essex Financial typically 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 Essex Financial. 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 Essex Financial will be in accordance with each Client's investment objectives and goals.

Where Essex Financial does not have discretion over the selection and amount of securities to be bought or sold in Client accounts, the Advisor will contact the Client and obtain approval prior to executing trades or allocating investment assets.

Item 17 – Voting Client Securities

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

Item 18 – Financial Information

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

Privacy Policy

Effective: December 3, 2024

Our Commitment to You

Essex Financial Services, Inc. ("Essex Financial" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Essex Financial (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Essex Financial does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Essex Financial does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Essex Financial or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Essex Financial does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (860) 767-4300 or via email at info@essex.financial.