

DISCLOSURE BROCHURE



MONTGOMERY FINANCIAL

Investing Today for a Better Tomorrow

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This brochure provides information about the qualifications and business practices of Montgomery Financial Services, LLC dba Montgomery Financial. Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 410-208-1004. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about Montgomery Financial Services, LLC (CRD #170024) is available on the SEC's website at www.adviserinfo.sec.gov

Item 2: Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

Since the last filing of this brochure on January 10, 2024, the following material changes have been made:

- The brochure has been updated for SEC registration.
-

Full Brochure Available

This Firm Brochure being delivered is the complete brochure for the Firm.

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Item 4: Advisory Business

Firm Description

Montgomery Financial Services, LLC dba Montgomery Financial ("MF") was founded in August 2011 as a limited liability company under the jurisdiction of Maryland and became registered as an investment advisor in 2013. Jeffrey David Montgomery is 100% owner.

If a client has not received a copy of this brochure at least 48 hours prior to signing an agreement, the client has five (5) business days in which to cancel the agreement, without penalty.

Types of Advisory Services

ASSET MANAGEMENT

MF offers discretionary direct asset management services to advisory clients utilizing AE Wealth Management, LLC's (AEWM) sub-adviser program. The sub-adviser program provides access to the portfolios on the AEWM platform. MF will offer clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, assets allocation, portfolio monitoring and the overall investment program will be based on the above factors. The client will authorize MF discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement. MF has full discretion to hire and fire sub-advisors within the AEWM platform. AEWM shall have discretionary authority for the investment and reinvestment of the designated assets with full authority to buy, sell or otherwise effect investment transactions involving the designated assets in the client's name and for the client's account.

CO-ADVISOR

MF acts as a co-advisor with Matson Money, Inc. ("MM") to manage Client accounts. When determining the platform to recommend to Clients, the Client's best interest will be the main determining factor of MF. MF acts as the co-advisor between the Client and MM in return for the advisory fees collected from the accounts by MM. MF is responsible for:

- helping the Client complete the necessary paperwork of MM and the custodian;
- updating MM with any changes in Client status which are provided to MF by the Client;
- reviewing the quarterly statements provided by MM and custodian; and
- delivering the Form ADV Part 2, Privacy Notice and Written Disclosure Statement of MM to the Client.

Matson Fund Platform

The ***Matson Fund Platform*** is a "fund of funds" that invests primarily in shares of other mutual funds pursuant to exemptive relief from the SEC. The Funds are designed to target specified percentages of certain asset classes in each Fund's applicable investment category to seek maximum portfolio diversification, enhanced return opportunities and diminished portfolio volatility. Clients of MF complete a questionnaire, risk analysis and portfolio review in order for MM to assign each Client account to one of seven "model portfolios," with target underlying asset allocations. Each model portfolio corresponds to some combination of investments in the Matson Funds. Clients determine their investment objectives and most appropriate combination through the Questionnaire process with MF,

but are not otherwise permitted to impose restrictions on their accounts given that the accounts are invested in mutual funds subject to their own inherent investment restrictions.

These practices represent conflicts of interest because MF is paid a management fee for placing Client assets with MM and may choose to recommend a portfolio of MM based on the fee MF is to receive. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation and by the fact that Clients are not required to accept the recommendation to use MM given by MF and have the option to received investment advice through other money managers of their choosing.

Clients placed with MM will be billed in accordance with MM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. MM charges the advisory fee for MF, but remits the entire deducted amount to MF. This is detailed in Item 5 of this brochure.

ERISA PLAN SERVICES

MF provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit sharing plans, cash balance plans, and deferred compensation plans. MF will act as either a 3(21) advisor:

Limited Scope ERISA 3(21) Fiduciary. MF may serve as a limited scope ERISA 3(21) fiduciary that can advise, help, and assist plan sponsors with their investment decisions on a non-discretionary basis. As an investment advisor MF has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using MF can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:

- Provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal, and addition of investment options. MF acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands MF's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, MF is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. Advisor will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

MF may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Advisor and Client.

3. MF has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to MF on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

FINANCIAL ANALYSIS

Services include but are not limited to a thorough review of all applicable topics including Wills, Estate Plan/Trusts, Investments, Taxes, and Insurance. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through MF. MF may charge a fee, at its sole discretion, on a case by case basis. Financial analysis will be completed and delivered inside of ninety (90) days. This is detailed in Item 5 of this brochure.

SEMINARS AND WORKSHOPS

MF holds seminars and workshops to educate the public on different types of investments and the different services they offer. The seminars are educational in nature and no specific investment or tax advice is given. MF does not charge a fee for attendance of these seminars.

Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities. Agreements may not be assigned without written Client consent.

Wrap Fee Programs

MF does not sponsor a wrap fee program.

Client Assets Under Management

MF has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$112,945,500	\$0	December 31, 2023

Item 5: Fees and Compensation

Methods of Compensation and Fee Schedule**ASSET MANAGEMENT**

MF will utilize the services of AE Wealth Management's (AEWM) sub-advisory platform (CRD#282580) to manage Clients' investment portfolios.

For accounts on the AEWM platform, MF charges an annual investment advisory fee based on the total assets under management up to a maximum of 1.75% annually.

Accounts on the AEWM platform are billed based on the fee schedule above. Note that any additional charges for the AEWM Platform (ranging from 0-75 bps) and/or money managers (ranging from 0-75 bps) are included in the investment advisory fees above. Fees are charged monthly in arrears and are based on the average daily account balance for the period for the prior month. The calculation for the average daily balance is based on the formula Average Daily Balance x (Fee/10,000)/# of Days in year x # of Invested Days in Month.

Example:

Account Average Daily Balance \$100,000

Client Fee 1.30% or 130 basis points

Invested January 5th

$\$100,000 \times (130/10,000)/365 \times 26 = \92.60

The annual fee is negotiable. Accounts within the same household may be combined for a reduced fee. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. Clients may terminate advisory services with thirty (30) days written notice. For accounts opened or closed mid-billing period, unearned fees will be refunded to the Client. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

CO-ADVISOR

MF acts as a co-advisor with Matson Money, Inc. ("MM") to manage Client accounts. MF will not have discretion, however, MM will have discretionary trading authorization. In such circumstances, MF receives the management fees collected by MM. The Client will not pay additional advisory fees to MM for these services. MM provides asset allocation investment advisory services for Clients referred by MF. MF and its supervised persons have an incentive to recommend investment products based on the compensation received, rather than on a Client's needs; Clients have the option to purchase investment products we recommend through other brokers or agents that are not affiliated with us.

Matson Fund Platform

Under the ***Matson Fund Platform***, MF charges an annual fee based on assets under management. Financial planning services are included and incidental to the asset based management fee. MF's fee is based on a maximum annual fee of .25% to 1.4% of the assets. The fee will be disclosed to the Client in the Investment Advisory Agreement and is negotiable based on the amount of assets and the Model Portfolio chosen. Client will sign a tri-party agreement authorizing MM to deduct the fees from their account. MF informs MM of their portion of the fees, MM calculates the fees and MM charges the advisory fee for MF, but remits the entire deducted amount to MF. MM does not receive its advisory fees from the Client, but indirectly through the management fees MM charges to the Matson Fund in which the Clients are recommended to invest in. MM receives fees of .50% per annum on the average net assets of each series of the Matson Fund as the Adviser to the Matson Fund and this fee, paid through the Matson Fund is in addition to the management fees charged by MF. These fees do not include brokerage fees that may be assessed by the custodial broker dealer.

The fees will be charged quarterly in advance and are based on the amount of assets under management as of the last day of the previous quarter. In the event the Client terminated the agreement within the quarter, the Client is entitled to retain a pro-rata refund based on the number of days the Client is not invested during the current quarter.

All fees collected by MM, whether for MF or for MM, are payable quarterly in advance in increments of one fourth the annual rate. Fees are generally based upon the value of an account as of the last business day of each quarterly period. However, when a Client adds assets to, or withdraws assets from, an account during the quarter, MM refunds a portion of the Client's fee for withdrawals (on a prorated basis) and MM charges an additional fee for additions to the Client's account (also on a prorated basis). MM will make any applicable refunds or collect additional fees within 90 days of MM receipts of notice of each withdrawal or addition.

The combination of fees for MF and the TPM will not exceed the industry standard of excessive fees, which is 3% annualized.

ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed .50%. The annual fee is negotiable and will be charged as a percentage of the Included Assets. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, MF shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of MF for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. MF does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional

compensation is received, MF will disclose this compensation, the services rendered, and the payer of compensation. MF will offset the compensation against the fees agreed upon under the Agreement.

FINANCIAL ANALYSIS

In the event the client does not engage MF on one of the options above, the client and MF may agree to an hourly fixed fee of up to \$350 per hour. Prior to the planning process the Client will be provided an estimated plan fee. Lower fees for comparable services may be available from other sources. The services include but are not limited to a thorough review of all applicable topics including Wills, Estate Plan/Trusts, Investments, Taxes, and Insurance. Client will pay the estimated analysis fee upon signing of the agreement. Services are completed and delivered inside of ninety (90) days. Client may cancel within five (5) days of signing Agreement for a full refund. After the initial five (5) business days, the agreement may be terminated by MF with thirty (30) days written notice to Client and by the Client at any time with written notice to MF. If the Client cancels after five (5) days, any unearned fees will be refunded to the Client.

Client Payment of Fees

Investment management fees are billed monthly in arrears. ERISA fees may be billed in advance. Fees are usually deducted from a designated Client account to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Additional Client Fees Charged

Custodians may charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include mutual fund transactions fees, postage and handling, and miscellaneous fees. These transaction charges are usually small and incidental to the purchase or sale of a security.

MF, in its sole discretion, may charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.). For more details on the brokerage practices, see Item 12 of this brochure.

Prepayment of Client Fees

Co-Advisory accounts may be billed in advance. Fees for financial analysis when applicable are paid in advance.

External Compensation for the Sale of Securities to Clients

MF does not receive any external compensation for the sale of securities to Clients, however, affiliated persons may also be licensed insurance agents who receive separate yet typical commission for the sale of insurance products.

These practices represent conflicts of interest because it gives an incentive to recommend products based on the commission amount received. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

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

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

MF does not use a performance-based fee structure because of the conflict of interest. Performance-based compensation may create an incentive for the advisor to recommend an investment that may carry a higher degree of risk to the Client.

Item 7: Types of Clients

Description

MF generally provides investment advice to individuals. Client relationships vary in scope and length of service.

Account Minimums

MF does not require a minimum to open an account; however Co-Advisors and Sub-Advisors utilized by MF may require a minimum.

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

Methods of Analysis

Investing in securities involves risk of loss that Clients should be prepared to bear. As mentioned in Item 4, we are a co-advisor for MM and a Sub-Advisor for AEWM. Matson Money utilizes Modern Portfolio Theory and the Efficient Market Philosophy to create and manage portfolios. Asset allocation is based on the economic research related to the manner in which various asset classes have performed and the correlation of their performance over time. This involves asset allocation with periodic rebalancing and/or re-optimization of portfolios and target allocations as needed.

Co-Advisors may use various methods of analysis to determine the proper strategy for the Client referred and these will be disclosed in Co-Advisor's Form ADV Part 2.

Each Client's account is invested in accordance with the Client's asset allocation strategy. The assets are invested in specific asset class mutual funds or cash items based on target percentages of the total assets in the account. As markets fluctuate and values of account holdings change, the amounts actually allocated to each asset type in the account will either exceed or fall below the original target allocation. To correct these imbalances, the portfolio is periodically rebalanced or adjusted back to the original target.

The main sources of information include Client documents such as tax returns, financial newspapers, and magazines, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

Investment Strategy

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Each Client executes an Investment Policy Statement, Risk Tolerance or similar form that documents their objectives and their desired investment strategy.

Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk. Risks involved in technical analysis are inflation risk, reinvestment risk, and market risk. Cyclical analysis involves inflation risk, market risk, and currency risk.

Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with MF:

- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Market Risk:* The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Business Risk:* These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Financial Risk:* Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

The risks associated with utilizing Sub-Advisors include:

- **Manager Risk**
 - Sub-Advisor fails to execute the stated investment strategy

- Business Risk
 - Sub-Advisor has financial or regulatory problems
- The specific risks associated with the portfolios of the Sub-Advisor's which is disclosed in the Sub-Advisor's Form ADV Part 2.

Item 9: Disciplinary Information

Criminal or Civil Actions

MF and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

MF and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

MF and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of MF or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer or Representative Registration

Neither MF nor any of its employees are registered representatives of a broker-dealer.

Futures or Commodity Registration

Neither MF nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Managing Member Jeffrey Montgomery is also a licensed insurance agent. Approximately 40% of his time is spent in his insurance practice. From time to time, he may offer Clients advice or products from those activities.

These practices represent conflicts of interest because it gives an incentive to recommend products based on the commission amount received. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

MF utilizes Matson Money. These relationships are disclosed in detail in Items 4 and 5 of this brochure. A conflict of interest exists when an advisor recommends the services of a third party who has agreed to share a portion of its management fee with the adviser. Compensation paid by third party managers may vary and, thus, there may be a conflict of interest in recommending a manager who shares a larger portion of its advisory fees over another manager. Client may obtain the services of third parties directly, however the fees charged to the Client may be higher than they would be if the Client was introduced through another co-advisor. Prior to referring any Clients to third party advisors, MF will make sure they are properly licensed or notice filed.

Prior to introducing any Pennsylvania clients to another investment advisor, MF will be responsible in determining:

- a. Whether the IA is registered with the Department of Banking and Securities under Section 301 of the Pennsylvania Securities Act of 1972 (“1972 Act”);
- b. Whether the IA is relying on an exclusion from the definition of investment adviser under Section 102(j) of the 1972 Act;
- c. Whether the IA is relying on an exemption from registration under Section 302(d) of the 1972 Act; or
- d. When the IA is registered with the Securities and Exchange Commission, and whether it has filed a Notification Filing with this Department under Department Regulation 303.015(a).

MF may also utilize the services of a Sub-Advisor to manage Clients’ investment portfolios. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and MF. Sub-Advisors execute all trades on behalf of MF in Client accounts. MF will be responsible for the overall direct relationship with the Client. MF retains the authority to terminate the Sub-Advisor relationship at MF’s discretion.

In addition to the authority granted to MF, Clients will grant MF full discretionary authority and authorizes MF to select and appoint one or more independent investment advisors (“Advisors”) to provide investment advisory services to Client without prior consultation with or the prior consent of Client. Such Advisors shall have all of the same authority relating to the management of Client’s investment accounts as is granted to MF in the Agreement. In addition, at MF’s discretion, MF may grant such Advisors full authority to further delegate such discretionary investment authority to additional Advisors. Prior to introducing any Pennsylvania clients to another investment advisor, MF will be responsible in determining if the Firm is properly licensed, notice filed or exempt from registration.

This practice represents a conflict of interest as MF may select Sub-Advisors who charge a lower fee for their services than other Sub-Advisors. This conflict is mitigated by disclosures, procedures, and by the fact that MF has a fiduciary duty to place the best interest of the Client first and will adhere to their code of ethics.

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

Code of Ethics Description

The employees of MF have committed to a Code of Ethics (“Code”). The purpose of our Code is to set forth standards of conduct expected of MF employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of MF. The Code reflects MF and its supervised persons’ responsibility to act in the best interest of their Client.

One area the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

MF’s policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of MF

may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

MF's Code is based on the guiding principle that the interests of the Client are our top priority. MF's officers, directors, advisors, and other employees have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either employees or the company.

The Code applies to "access" persons. "Access" persons are employees who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

MF will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

MF and its employees do not recommend to Clients securities in which we have a material financial interest.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

MF and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide MF with copies of their brokerage statements.

The Chief Compliance Officer of MF is Jeffrey Montgomery. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that Clients of the firm receive preferential treatment over employee transactions.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

MF does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, employees may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide MF with copies of their brokerage statements.

The Chief Compliance Officer of MF is Jeffrey Montgomery. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that Clients of the firm receive preferential treatment over employee transactions.

Item 12: Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

MF does not recommend the use of a particular broker-dealer but will use the broker-dealer recommended by the sub-adviser/co-adviser. AEWB recommends the use of Charles Schwab & Co., Inc. through their Institutional Platform or with Fidelity Institutional Wealth Services and/or its affiliate, National Financial Services LLC (collectively "Fidelity"). Charles Schwab & Co., Inc. and Fidelity are members of FINRA/SIPC/NFA.

- *Directed Brokerage*
Clients who direct brokerage outside our recommendation may be unable to achieve the most favorable execution of client transactions as client directed brokerage may cost clients more money. For example, in a directed brokerage account, you may pay higher brokerage commissions because we may not be able to aggregate orders to reduce transaction costs, or you may receive less favorable prices.
- *Brokerage for Client Referrals*
MF does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.
- *Soft Dollar Arrangements*
The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by MF from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. Although MF has no formal soft dollar arrangements, MF may receive products, research and/or other services from custodians or broker-dealers connected to client transactions or "soft dollar benefits". As permitted by Section 28(e) of the Securities Exchange Act of 1934, MF receives economic benefits as a result of commissions generated from securities transactions by the custodian or broker-dealer from the accounts of MF. MF cannot ensure that a particular client will benefit from soft dollars or the client's transactions paid for the soft dollar benefits. MF does not seek to proportionately allocate benefits to client accounts to any soft dollar benefits generated by the accounts.

A conflict of interest exists when MF receives soft dollars which could result in higher commissions charged to Clients. This conflict is mitigated by the fact that MF has a fiduciary responsibility to act in the best interest of its Clients and the services received are beneficial to all Clients.

Aggregating Securities Transactions for Client Accounts

MF manages each account separately, and therefore, does not aggregate purchases and sales and other transactions. If orders are not aggregated, some clients purchasing securities around the same time may receive a less favorable price than other clients which may cost clients more money.

Item 13: Review of Accounts

Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

Account reviews are performed quarterly by Jeffrey Montgomery, Chief Compliance Officer. Account reviews are performed more frequently when market conditions dictate.

Review of Client Accounts on Non-Periodic Basis

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

Content of Client Provided Reports and Frequency

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by MM's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs.

Account statements are issued by the Co-Advisor's custodian and issued no less than quarterly. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs.

Item 14: Client Referrals and Other Compensation

Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest

MF does not receive any economic benefits from external sources but affiliated persons attend conferences/trips sponsored by AE Wealth Management. AE Wealth Management often pays for hotel and airfare.

These practices represent conflicts of interest because it gives an incentive to recommend money managers based on benefits received. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Clients are not required to engage in management services. Clients have the option to purchase these services through another investment advisor/money manager of their choosing.

Advisory Firm Payments for Client Referrals

MF does not compensate for Client referrals.

Item 15: Custody

Account Statements

All assets are held at the qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to review the account statements received directly from their custodians for accuracy. Advisory fees are deducted on behalf of MF. When fees are directly debited by a qualified custodian, MF is deemed to have limited custody due to this fee deduction.

If MF is authorized or permitted to deduct fees directly from the account by the custodian:

- MF will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- MF will obtain written authorization signed by the Client allowing the fees to be deducted; and

- The Client will receive quarterly or monthly statements directly from the custodian which disclose the fees deducted.

Item 16: Investment Discretion

Discretionary Authority for Trading

On accounts where MM is the co-advisor, MM will have discretion authority to make transactions in the accounts.

On accounts where the AEWM platform is used, MF will assume discretionary authority over Client account because AEWM's Sub-Advisory program provides discretionary authority for MF to select/hire and fire Model Managers. The Sub-Advisory Client Agreement grants MF and AEWM discretionary authority over the Client account while the Client account documents for Fidelity and Charles Schwab & Co., Inc. contain limited powers of attorney clauses that grant this authority as well.

Item 17: Voting Client Securities

Proxy Votes

MF does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, MF will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

Item 18: Financial Information

Balance Sheet

A balance sheet is not required to be provided because MF does not serve as a custodian for Client funds or securities and MF does not require prepayment of fees of more than \$1200 per Client and six (6) months or more in advance.

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

MF has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

Bankruptcy Petitions during the Past Ten Years

Neither MF nor its management has had any bankruptcy petitions in the last ten years.

SUPERVISED PERSON BROCHURE

FORM ADV PART 2B

Jeffrey David Montgomery



MONTGOMERY
FINANCIAL

Investing Today for a Better Tomorrow

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This brochure supplement provides information about Jeffrey D. Montgomery and supplements the Montgomery Financial Services, LLC dba Montgomery Financial brochure. You should have received a copy of that brochure. Please contact Jeffrey D. Montgomery if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Jeffrey D. Montgomery (CRD #5921383) is available on the SEC's website at www.adviserinfo.sec.gov

JANUARY 16, 2024

Brochure Supplement (Part 2B of Form ADV)

Supervised Person Brochure

Principal Executive Officer - Jeffrey David Montgomery

- Year of birth: 1968
-

Educational Background and Business Experience

Educational Background:

- Institute of Business & Finance; Certified Tax Specialist; 2022
- Towson University; BA, Business and Economics; 1991

Business Experience:

- MF Wealth LLC; Managing Member/Insurance Agent; 01/2016 - Present
- Montgomery Financial Services, LLC; Managing Member/Investment Advisor Representative; 12/2013 - Present
- Montgomery Financial Services, LLC; Managing Member/Marketing dba for Advisory services; 08/2011 – Present
- Sole Proprietor; Insurance Agent; 07/2009 – 01/2016
- Tounjian Advisory Group; Investment Advisor Representative; 11/2010 – 03/2014
- The Advantage Retirement Group; Insurance Agent; 01/2009 – 03/2014
- Piney Island Builders: Sales Consultant; 01/1997 – 01/2009

Professional Certifications

Jeffrey Montgomery has earned certifications and credentials that are required to be explained in further detail.

Certified Tax Specialist (CTS) is issued by the Institute of Business & Finance. The designation is designed to help individuals provide guidance on:

- who must file an income tax return
- the impact of current tax regulations on individuals, couples, families, and business owners
- business income and home businesses
- tax credits, itemized deductions, and retirement plans
- LLCs and S corporations

Candidate must meet one of the following requirements:

- Education/Experience:
 - A bachelor's degree or
 - One year of financial services work experience
 - Complete Self Study Program
 - Examinations – Pass three exams and a case study
 - Continuing Education - Complete 30 hours of continuing education every two years
-

Disciplinary Information

There is no disciplinary information to report.

Other Business Activities

Jeffrey Montgomery is also an insurance agent. Approximately 40% of his time is spent in his insurance practice. From time to time, he may offer Clients advice or products from those activities.

These practices represent conflicts of interest because it gives an incentive to recommend products based on the commission amount received, rather than on a Client's needs. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

Additional Compensation

Mr. Montgomery receives additional compensation in his capacity as an insurance agent, but he does not receive any performance based fees.

Supervision

Since Mr. Montgomery is the sole owner of Montgomery Financial Services, LLC he is solely responsible for all supervision and formulation and monitoring of investment advice offered to Clients. He will adhere to the policies and procedures as described in the firm's Compliance Manual.