

**FORM ADV PART 2A  
DISCLOSURE BROCHURE**

**Brighter Financial Capital  
Management, LLC**

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This brochure provides information about the qualifications and business practices of Brighter Financial Capital Management, LLC. 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 703-796-0957. 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 Brighter Financial Capital Management LLC (CRD #300619) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**OCTOBER 21, 2024**

## **Item 2: Material Changes**

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### **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.

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### **Material Changes since the Last Update**

Since the last filing of this brochure on October 18, 2024, the following changes have been made:

- The supplemental brochure has been updated for clarify Megan Clark's roles with Brighter Financial Capital Management, LLC.
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### **Full Brochure Available**

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

## Item 3: Table of Contents

### Form ADV – Part 2A – Firm Brochure

#### Item 1: Cover Page

#### Item 2: Material Changes ..... ii

Annual Update ..... ii

Material Changes since the Last Update..... ii

Full Brochure Available..... ii

#### Item 3: Table of Contents..... iii

#### Item 4: Advisory Business ..... 1

Firm Description ..... 1

Types of Advisory Services ..... 1

Client Tailored Services and Client Imposed Restrictions..... 5

Wrap Fee Programs..... 5

Client Assets under Management ..... 5

#### Item 5: Fees and Compensation ..... 5

Method of Compensation and Fee Schedule..... 5

Client Payment of Fees ..... 9

Additional Client Fees Charged..... 10

Prepayment of Client Fees ..... 10

External Compensation for the Sale of Securities to Clients..... 10

#### Item 6: Performance-Based Fees and Side-by-Side Management..... 10

Sharing of Capital Gains ..... 10

#### Item 7: Types of Clients..... 11

Description ..... 11

Account Minimums ..... 11

#### Item 8: Methods of Analysis, Investment Strategies and Risk of Loss ..... 11

Methods of Analysis..... 11

Investment Strategy ..... 11

Security Specific Material Risks..... 11

#### Item 9: Disciplinary Information..... 14

Criminal or Civil Actions ..... 14

Administrative Enforcement Proceedings ..... 14

Self- Regulatory Organization Enforcement Proceedings .....	14
<b>Item 10: Other Financial Industry Activities and Affiliations .....</b>	<b>14</b>
Broker-Dealer or Representative Registration .....	14
Futures or Commodity Registration .....	15
Material Relationships Maintained by this Advisory Business and Conflicts of Interest .....	15
Recommendations or Selections of Other Investment Advisors and Conflicts of Interest .....	15
<b>Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading .....</b>	<b>16</b>
Code of Ethics Description .....	16
Investment Recommendations Involving a Material Financial Interest and Conflict of Interest .....	17
Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest .....	17
Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest .....	17
<b>Item 12: Brokerage Practices .....</b>	<b>17</b>
Factors Used to Select Broker-Dealers for Client Transactions .....	17
Aggregating Securities Transactions for Client Accounts .....	18
<b>Item 13: Review of Accounts .....</b>	<b>18</b>
Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved .....	18
Review of Client Accounts on Non-Periodic Basis .....	18
Content of Client Provided Reports and Frequency .....	18
<b>Item 14: Client Referrals and Other Compensation .....</b>	<b>19</b>
Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest .....	19
Advisory Firm Payments for Client Referrals .....	19
<b>Item 15: Custody .....</b>	<b>19</b>
Account Statements .....	19
<b>Item 16: Investment Discretion .....</b>	<b>19</b>
Discretionary Authority for Trading .....	19
<b>Item 17: Voting Client Securities .....</b>	<b>19</b>
Proxy Votes .....	19
<b>Item 18: Financial Information .....</b>	<b>20</b>
Balance Sheet .....	20

Financial Conditions Reasonably Likely to Impair Advisory Firm’s Ability to Meet Commitments to Clients.....	20
Bankruptcy Petitions during the Past Ten Years.....	20
<b>Brochure Supplement (Part 2B of Form ADV) .....</b>	<b>2</b>
Principal Executive Officer – Megan Clark .....	2
Item 2 - Educational Background and Business Experience .....	2
Item 3 - Disciplinary Information .....	2
Item 4 - Other Business Activities Engaged In.....	2
Item 5 - Additional Compensation.....	2
Item 6 - Supervision .....	2

## **Item 4: Advisory Business**

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### **Firm Description**

Brighter Financial Capital Management, LLC ("BFCM") was founded as a limited liability company in the Commonwealth of Virginia in 2018 and became registered to offer investment advisory services in 2020. MLC Clark Family LLC is 100% owner and Megan Clark is 100% owner of MLC Clark Family LLC.

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### **Types of Advisory Services**

#### ASSET MANAGEMENT

BFCM offers discretionary and non-discretionary asset management services to advisory Clients. BFCM also offers assets management service through its Wrap Fee Program. Please see Form ADV2A & 2B – Wrap Brochure Appendix.

BFCM will offer Clients ongoing asset management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

#### Discretionary

When the Client provides BFCM discretionary authority the Client will sign a limited trading authorization or equivalent. BFCM will have the authority to execute transactions in the account without seeking Client approval on each transaction.

#### Non-Discretionary

When the Client elects to use BFCM on a non-discretionary basis, BFCM will determine the securities to be bought or sold and the amount of the securities to be bought or sold. However, BFCM will obtain prior Client approval on each and every transaction before executing any transaction.

When deemed appropriate for the Client, BFCM may hire Sub-Advisors to manage all or a portion of the assets in the Client account. BFCM has full discretion to hire and fire Sub-Advisors as they deem suitable. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and BFCM. Sub-Advisors execute trades on behalf of BFCM in Client accounts. BFCM will be responsible for the overall direct relationship with the Client. BFCM retains the authority to terminate the Sub-Advisor relationship at BFCM's discretion.

#### VARIABLE ANNUITY MANAGEMENT

BFCM offers discretionary direct asset management services to advisory Clients on their variable annuities. BFCM will work with individuals to assemble an appropriate portfolio of investment options as provided through the insurance company that services the variable annuity investment. The accounts will be monitored on an annual basis.

#### ERISA PLAN SERVICES

BFCM 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. BFCM will act as a 3(21) advisor:

**Limited Scope ERISA 3(21) Fiduciary.** BFCM 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 BFCM 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 BFCM 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. BFCM 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 BFCM'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, BFCM 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.

BFCM 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. BFCM 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 BFCM on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

### FINANCIAL PLANNING

If financial planning services are applicable, a thorough review of all applicable topics including but not limited to, Retirement Planning, Succession Planning, Education Planning, Legacy Planning, Insurance Planning, Investment Planning, Budget Planning, Personal Financial Planning, Tax Planning, Major Purchase Planning, Divorce Planning, Debt Management Planning, Business Exit Planning, and Cash Flow Analysis will be reviewed. BFCM offers the following financial planning service tiers:

#### Intro Planning

- Access to data aggregation tool
- Input data into financial planning software via precise financial plan
- One plan creation to align goals-based planning model uploaded to your vault
- Access to our RIA platform at 1.15% management fee for professionally managed stock accounts (\$10,000 minimum)
- Medicare Specialist
- Unlimited Cloud Storage

#### Silver

- Access to data aggregation tool
- You will input your data into our dynamic fact-finding solution and one of our advisors will review one plan creation to align your goals after going through the Brighter Financial Blueprint™ process with you
- Access to our RIA platform at 1.15% management fee for professionally managed stock accounts (\$10,000 minimum)
- One meeting to review financial plan and one meeting per year with a financial planner
- Medicare Specialist
- Unlimited Cloud Storage

#### Gold

- Access to data aggregation tool
- Input data into financial planning software via precise financial plan
- Two plan creations to align goals-based planning model
- Access to our RIA platform at 1.00% management fee for professionally managed stock accounts (\$10,000 minimum)
- Two meetings per year with a financial planner
- Medicare Specialist
- Unlimited Cloud Storage



## Platinum

- Access to data aggregation tool
- Our team inputs data into financial planning software
- Four plan creations to align goals-based planning model
- Access to our RIA platform at .75% management fee for professionally managed stock accounts (\$10,000 minimum)
- Two meetings per year with a financial planner
- Full access to client service team
- Financial Planner will assist with the estate plan through attorney and tax planning along with CPA
- Medicare Specialist
- Unlimited Cloud Storage

## Optional Add On Services

- Additional Financial Plan
- Strategic Tax Plan

If a conflict of interest exists between the interests of BFCM and the interests of the Client, the Client is under no obligation to act upon BFCM's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through BFCM. Financial plans will be completed and delivered inside of Sixty(60) days contingent upon timely delivery of all required documentation.

## THIRD PARTY MANAGERS

When deemed appropriate for the Client, we may recommend that Clients utilize the services of a Third-Party Manager (TPM) to manage a portion of, or your entire portfolio. All TPMs that we recommend must either be registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority(ies).

After gathering information about your financial situation and objectives, an investment advisor representative of our firm will make recommendations regarding the suitability of a TPM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a TPM(s), we will monitor the of the TPM(s) to ensure their performance and investment style remains aligned with your investment goals and objectives.

In such circumstances, BFCM receives referral fees from the TPM. We act as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. We help the Client complete the necessary paperwork of the TPM, provides ongoing services to the Client. Ongoing services include but are not limited to:

1. Meet with the Client to discuss any changes in status, objectives, time horizon or suitability;
2. Update the TPM with any changes in Client status which is provided to BFCM by the Client;
3. Review the statements provided by the TPM; and
4. Deliver the Form ADV Part 2, Privacy Notice and Disclosure Statement of the TPM to the Client.

BFCM will provide the TPM with any changes in Client status as provided to us by the Client and review the quarterly statements provided by the TPM. BFCM will deliver the Form ADV Part 2, Privacy Notice and Disclosure Statement of the TPM. Clients placed with TPM will be

billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10 of this brochure.

#### **SEMINARS AND WORKSHOPS**

BFCM 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.

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#### **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.

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#### **Wrap Fee Programs**

BFCM sponsors a wrap fee program which provides Clients with the ability to trade in certain investment products without incurring separate brokerage commissions or transaction charges. A wrap fee program is considered any arrangement under which Clients receive investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and the execution of Client transactions for a specified fee or fees not based upon transactions in their accounts. Clients must also open a new securities brokerage account and complete a new account agreement with Charles Schwab & Col, Inc., or another broker-dealer that BFCM approves under the Program (collectively "Financial Institutions"). The firm receives a portion of the wrap fee for their services.

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#### **Client Assets under Management**

BFCM has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$110,384,708	\$1,719,299	September 15, 2024

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### **Item 5: Fees and Compensation**

#### **Method of Compensation and Fee Schedule**

##### **ASSET MANAGEMENT**

BFCM offers direct asset management services to advisory Clients. BFCM charges an annual investment advisory fee based on the total assets under management as follows:

Assets Under Management	Annual Fee	Quarterly Fee
Up to \$100,000	1.15%	0.2875%
\$100,001 to \$500,000	1.00%	0.2500%
\$500,001 to \$1,000,000	0.80%	0.2000%
Over \$1,000,00	0.75%	0.1875%

This is a tiered or breakpoint fee schedule, the entire portfolio is charged the same asset management fee. For example, a Client with \$2,000,000 under management would pay \$15,000 on an annual basis.  $\$2,000,000 \times 0.75\% = \$15,000$ .

The annual fee is negotiable 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.). Fees are billed quarterly in arrears based on the amount of assets managed as of the close of business on the last business day of the previous quarter. 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, fees will be prorated based on the days services are provided during the given period. All unpaid earned fees will be due to BFCM. 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.

#### SUB-ADVISOR SERVICES

BFCM may also utilize the services of a Sub-Advisor to manage Clients' investment portfolios. BFCM will enter into Sub-Advisor agreements with other registered investment advisor firms. When using Sub-Advisors, the Client will pay additional platform fees. The Sub-Advisors' management fees are in addition to the fees charged by BFCM.

#### AE Wealth Management

For accounts on the AE Wealth Management (AEWM) (CRD#282580) platform, BFCM charges an annual investment advisory fee based on the total assets under management as follows:

Assets Under Management	Annual Fee	Monthly Fee
Up to \$100,000	1.15%	%
\$100,001 to \$500,000	1.00%	%
\$500,001 to \$1,000,000	0.80%	%
Over \$1,000,00	0.75%	%

Client is subject to an additional platform fee of up to .20% for accounts on the AEWM platform. In addition, accounts on the AEWM platform are billed based on the fee schedule 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  $(A/D) \times (F/P)$ .

A = the sum of the daily balances in the billing period

D = number of days in the billing period

F = annual management fee

P = number of billing periods per year

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.

For fees that are directly deducted from the account by the custodian:

- BFCM 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;

- BFCM will obtain written authorization signed by the Client allowing the fees to be deducted; and
- The Client will receive quarterly statements directly from the custodian which disclose the fees deducted.

#### VARIABLE ANNUITY MANAGEMENT

The fees for these services will be based on a percentage of Assets Under Management of 1% annually of the assets managed. Fees will be disclosed prior to Client signing the Investment Advisory Agreement.

BFCM's fees are billed quarterly in arrears based on the amount of assets managed as of the close of business on the last business day of the previous quarter. Quarterly advisory fees will be paid in the following ways:

- Deduct from another non-qualified Client's account held with BFCM
- Deduct from another qualified account if eligible, i.e. over 59 ½
- Direct billing to the Client payable within 10 days of invoice presentation
- Deduct from Client's annuity account

The annual fee is negotiable 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.). 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. Client will be entitled to a pro rata refund for the days service was not provided in the final billing period. Client shall be given thirty (30) days prior written notice of any increase in fees, and Client will acknowledge, in writing, any agreement of increase in said fees.

#### ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 1%. 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, BFCM 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 BFCM 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. BFCM does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, BFCM will disclose this compensation, the services rendered, and the payer of compensation. BFCM will offset the compensation against the fees agreed upon under the Agreement.

## FINANCIAL PLANNING

BFCM charges a fixed fee for financial planning. The fixed fee is based on the complexity of the financial plan (e.g. how many houses need to be amortized, how many decision factors, and ultimately the amount of time needed to do all of the work of data gathering and inputs into the planning software). Prior to the planning process the Client will be provided an estimated plan fee. BFCM charges the following fixed fees for each of its financial planning tiers:

### Intro Planning

- \$39.99 monthly
- \$299 for one hour or \$349 for 1 ½ hour meeting with an advisor

### Silver

- \$240 per month or \$600 per quarter (20%) discount

### Gold

- \$480 per month or \$1,200 per quarter (20%) discount

### Platinum

- \$1,500 per month or \$3,750 per quarter (20%) discount

### Optional Add On Services

- \$450 for each additional item selected

Services are completed and delivered inside of sixty (60) days contingent upon timely delivery of all required documentation. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client based on time spent by BFCM at a rate of \$150 per hour. BFCM reserves the right to waive the fee should the Client implement the plan through BFCM.

Fees for financial plans are due in either four (4) or 12 equal installments as outlined in the Financial Planning Agreement. Client will select payment frequency in the Financial Planning Agreement. Client can elect to pay either by check or credit card.

## THIRD PARTY MANAGERS

### AssetMark Platform (CRD# 109018)

Accounts on the AssetMark Platform are assessed a total Account Fee. This Account Fee includes BFCM's fee detailed in the schedule below. The annual fee for BFCM is negotiable. Fees and compensation for using the AssetMark Platform are provided in more detail in the AssetMark Platform Disclosure Brochure. Investment Manager Fee schedules are included in the Client Billing Authorization or the Appendix A to the Client Service Agreement.

The fees applicable to each Account on the AssetMark Platform may include:

- 1) BFCM Fee;
- 2) AssetMark Platform Fee;
- 3) Investment Manager Fee; and
- 4) Other fees for special services may also be charged. The Client should consider all applicable fees.

### **1) BFCM Fee**

Assets Under Management	Annual Fee	Quarterly Fee
Up to \$100,000	1.25%	0.3125%
\$100,001 to \$500,000	1.00%	0.2500%
\$500,001 to \$1,000,000	0.90%	0.2250%
Over \$1,000,000	0.75%	0.1875%

### **2) Platform fee schedules**

- Single strategy Mutual Fund, and ETF Accounts: 0.00% - 1.25%
- Guided Portfolios: 0.00% - 0.95%
  - Additional investment manager fees may apply.
- Privately Managed Accounts (IMA and CMA): 0.25% - 0.90%
  - Additional investment manager fees may apply.
- Savos UMA Accounts (PMP, GMS, and ARO): 0.00% - 0.65%
  - In addition to the Platform fee, there is a flat 0.60% Investment Manager Fee for UMA accounts.
- Fixed Income IMA: 0.15% - 0.30%
- Administrative fee for administrative/non managed accounts: 0.10% - 0.25%

### **3) Investment Manager Fee**

Each of the Investment Managers may charge a separate Investment Manager Fee directly to the Client, calculated as a percentage of the total assets managed by the Investment Manager, which is in addition to the overall investment Advisory Fee negotiated between the Client and BFCM. The fee charged by each Investment Manager is specified on the individual Discretionary Manager Designation incorporated in the Client Services Agreement and executed by the Client. The fees for the Investment Managers range from .50% - 1.75%. Fees will vary from Investment Manager to Investment Manager; a complete list of fee schedules of the Investment Managers participating in the Platform is available from BFCM by request.

### **SEMINARS AND WORKSHOPS**

BFCM 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.

BFCM offers these seminars for a fee of up to \$100 per person. Fees for seminars and workshops will be billed in advance. Client can elect to pay either by check or credit card. Should a client request a refund of the seminar/workshop fee, a refund of 100% of the fee will be returned to the client.

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### **Client Payment of Fees**

Investment management fees are billed quarterly in arrears, meaning that we invoice you after the billing period. 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.

Fees for financial plans are due upon commencement of the Advisory Agreement.

Fees for seminars and workshops will be billed in advance.

BFCM, 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.).

Clients pay the TPM's investment advisory fees. Prior to signing an investment advisory agreement, the method of payment will be disclosed in the TPM's Form ADV Part 2.

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**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 transaction fees, postage and handling and miscellaneous fees.

For more details on the brokerage practices, see Item 12 of this brochure.

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**Prepayment of Client Fees**

BFCM does not require any prepayment of fees of more than \$1,200 per Client and six months or more in advance.

Fees for ERISA 3(21) services may be billed in advance.

Fees for financial plans are due, in full, at the commencement of the contract.

Fees for seminars and workshops will be billed in advance.

If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to BFCM. All refunds will be processed in the same manner they were billed.

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**External Compensation for the Sale of Securities to Clients**

Supervised persons of BFCM receive external compensation for the sale of securities to clients as registered representatives of Madison Avenue Securities, LLC (CRD#23224), a broker-dealer. Less than 10% of their total revenue is generated as a registered representative. They will offer clients products from this activity.

Investment Advisor Representatives of BFCM receive external compensation for sales of investment related products such as insurance as licensed insurance agents. From time to time, they will offer clients services from this activity. More than 15% of Ms. Clark's compensation is from this activity.

This represents a conflict of interest because it gives an incentive to recommend products based on the commission received, rather than on a client's needs. As a registered representative and insurance agent, Megan Clark does not charge advisory fees for the services offered through Madison Avenue Securities, LLC or Clark & Associates, Inc. Financial Solutions. These conflicts are mitigated by disclosures, procedures, and the firm's fiduciary obligation to place the best interest of the Client first and Clients are not required to purchase any products or services. Clients have the option to purchase these products through another registered representative or insurance agent of their choosing.

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

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**Sharing of Capital Gains**

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

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

## **Item 7: Types of Clients**

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### **Description**

BFCM generally provides investment advice to individuals, high net worth individuals, corporations or business entities.

Client relationships vary in scope and length of service.

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### **Account Minimums**

BFCM does not require a minimum to open or maintain an account. In addition, BFCM has no additional requirements for opening or maintaining an account.

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

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### **Methods of Analysis**

Security analysis methods may include fundamental analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

TPMs utilized by BFCM may use various methods of analysis to determine the proper strategy for the client referred and these will be disclosed in the TPM's Form ADV Part 2. Investing in securities involves risk of loss that clients should be prepared to bear. Past performance is not a guarantee of future returns. Other strategies utilized by TPMs may include long-term purchases, short-term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

In developing a financial plan for a Client, BFCM's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the Client's specific situation.

The main sources of information include financial newspapers and magazines, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

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### **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 by providing written notice to BFCM. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

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### **Security Specific Material Risks**

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with BFCM:

- *Market Risk:* The prices of securities held by mutual funds in which Clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.



- *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.
- *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.
- *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.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the Client's portfolio may suffer.
- *Equity Risk:* Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the Client's overall portfolio. Small- and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- *Fixed Income Risk:* The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.
- *Investment Companies Risk:* When a Client invests in open end mutual funds or ETFs, the Client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the Client will incur higher expenses, which may be duplicative. In addition, the Client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are delisted from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which Client invests.

- *REIT Risk:* To the extent that a Client invests in REITs, it is subject to risks generally associated with investing in real estate, such as (i) possible declines in the value of real estate, (ii) adverse general and local economic conditions, (iii) possible lack of availability of mortgage funds, (iv) changes in interest rates, and (v) environmental problems. In addition, REITs are subject to certain other risks related specifically to their structure and focus such as: dependency upon management skills; limited diversification; the risks of locating and managing financing for projects; heavy cash flow dependency; possible default by borrowers; the costs and potential losses of self-liquidation of one or more holdings; the possibility of failing to maintain exemptions from securities registration; and, in many cases, relatively small market capitalization, which may result in less market liquidity and greater price volatility.
- *Derivatives Risk:* Funds in a Client's portfolio may use derivative instruments. The value of these derivative instruments derives from the value of an underlying asset, currency or index. Investments by a fund in such underlying funds may involve the risk that the value of the underlying fund's derivatives may rise or fall more rapidly than other investments, and the risk that an underlying fund may lose more than the amount that it invested in the derivative instrument in the first place. Derivative instruments also involve the risk that other parties to the derivative contract may fail to meet their obligations, which could cause losses.
- *Foreign Securities Risk:* Funds in which Clients invest may invest in foreign securities. Foreign securities are subject to additional risks not typically associated with investments in domestic securities. These risks may include, among others, currency risk, country risks (political, diplomatic, regional conflicts, terrorism, war, social and economic instability, currency devaluations and policies that have the effect of limiting or restricting foreign investment or the movement of assets), different trading practices, less government supervision, less publicly available information, limited trading markets and greater volatility. To the extent that underlying funds invest in issuers located in emerging markets, the risk may be heightened by political changes, changes in taxation, or currency controls that could adversely affect the values of these investments. Emerging markets have been more volatile than the markets of developed countries with more mature economies.
- *Long-term purchases:* Long-term investments are those vehicles purchased with the intension of being held for more than one year. Typically, the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.
- *Trading risk:* Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.
- *Variable Annuity Risk:* A variable annuity is a form of insurance where the seller or issuer (typically an insurance company) makes a series of future payments to a buyer (annuitant) in exchange for the immediate payment of a lump sum (single-payment annuity) or a series of regular payments (regular-payment annuity). The payment stream from the issuer to the annuitant has an unknown duration based principally upon the date of death of the annuitant. At this point, the contract will terminate, and the remainder of the funds accumulated are forfeited unless there are other annuitants or beneficiaries in the contract. Annuities can be purchased to provide an income during retirement. Unlike fixed annuities that make payments in

fixed amounts or in amounts that increase by a fixed percentage, variable annuities, pay amounts that vary according to the performance of a specified set of investments, typically bond and equity mutual funds. Many variable annuities typically impose asset-based sales charges or surrender charges for withdrawals within a specified period. Variable annuities may impose a variety of fees and expenses, in addition to sales and surrender charges, such as mortality and expense risk charges; administrative fees; underlying fund expenses; and charges for special features, all of which can reduce the return. Earnings in a variable annuity do not provide all the tax advantages of 401(k)s and other before-tax retirement plans. Once the investor starts withdrawing money from their variable annuity, earnings are taxed at the ordinary income rate, rather than at the lower capital gains rates applied to other non-tax-deferred vehicles which are held for more than one year. Proceeds of most variable annuities do not receive a "step-up" in cost basis when the owner dies like stocks, bonds and mutual funds do. Some variable annuities offer "bonus credits." These are usually not free. In order to fund them, insurance companies typically impose mortality and expense charges and surrender charge periods. In an exchange of an existing annuity for a new annuity (so-called 1035 exchanges), the new variable annuity may have a lower contract value and a smaller death benefit; may impose new surrender charges or increase the period of time for which the surrender charge applies; may have higher annual fees; and provide another commission for the broker.

The risks associated with utilizing TPM's include:

- Manager Risk
  - TPM fails to execute the stated investment strategy
- Business Risk
  - TPM has financial or regulatory problems
- The specific risks associated with the portfolios of the TPM's which is disclosed in the TPM's Form ADV Part 2.

## **Item 9: Disciplinary Information**

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### **Criminal or Civil Actions**

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

### **Administrative Enforcement Proceedings**

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

### **Self-Regulatory Organization Enforcement Proceedings**

BFCM 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 BFCM or the integrity of its management.

## **Item 10: Other Financial Industry Activities and Affiliations**

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### **Broker-Dealer or Representative Registration**

BFCM is not registered as a broker-dealer, however, Managing Member Megan Clark and other investment advisor representative of BFCM are a registered representative of Madison Avenue Securities, LLC, a FINRA/SIPC broker-dealer.

This practice represents a conflict 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 Registered Representative of their choosing.

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**Futures or Commodity Registration**

Neither BFCM nor its affiliated representatives are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

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**Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Managing Member Megan Clark has a financial affiliated business as an insurance agent with Clark & Associates, Inc. Financial Solutions and as a Registered Representative with Madison Avenue Securities, LLC (CRD#23224). Approximately 25% of her time is spent on these activities. She will offer Clients services from those activities. As an insurance agent and Registered Representative, she may receive separate yet typical compensation.

These practices represent conflicts of interest because it gives an incentive to recommend products based on the commission amount received. These conflicts are 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 and services through another insurance agent or Registered Representative of their choosing.

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**Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

BFCM 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 BFCM. Sub-Advisors execute all trades on behalf of BFCM in Client accounts. BFCM will be responsible for the overall direct relationship with the Client. BFCM retains the authority to terminate the Sub-Advisor relationship at BFCM's discretion.

In addition to the authority granted to BFCM under the Agreement, Client will grant BFCM full discretionary authority and authorizes BFCM 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 BFCM in the Agreement. In addition, at BFCM's discretion, BFCM may grant such Advisors full authority to further delegate such discretionary investment authority to additional Advisors.

This practice represents a conflict of interest as BFCM 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 BFCM has a fiduciary duty to place the best interest of the Client first and will adhere to their code of ethics.

BFCM utilizes the services of TPM's to manage Client accounts. In such circumstances, BFCM receives referral fees from the TPM. BFCM acts as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. BFCM is responsible for:

- helping the Client complete the necessary paperwork of the TPM;
- providing ongoing services to the Client;

- updating the TPM with any changes in Client status which is provide to BFCM by the Client;
- reviewing the quarterly statements provided by the TPM; and
- delivering the Form ADV Part 2, Privacy Notice and Disclosure Statement of the TPM to the Client.

Clients placed with TPM will be billed in accordance with the TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of BFCM.

These practices represent conflicts of interest because BFCM is paid a Referral Fee for recommending the TPM and may choose to recommend a particular TPM based on the fee BFCM is to receive. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to act in the best interest of his Clients. Clients are not required to accept any recommendation of TPM given by BFCM and have the option to receive investment advice through other money managers of their choosing.

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

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### **Code of Ethics Description**

The affiliated persons (affiliated persons include employees and/or independent contractors) of BFCM have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of BFCM affiliated persons and addresses conflicts that may arise. The Code defines acceptable behavior for affiliated persons of BFCM. The Code reflects BFCM and its supervised persons' responsibility to act in the best interest of their Client.

One area which the Code addresses is when affiliated persons buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any affiliated persons 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.

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

BFCM's Code is based on the guiding principle that the interests of the Client are our top priority. BFCM's officers, directors, advisors, and other affiliated persons 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 affiliated persons or the company.

The Code applies to "access" persons. "Access" persons are affiliated persons 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.

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

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**Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

BFCM and its affiliated persons do not recommend to Clients securities in which we have a material financial interest.

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

BFCM and its affiliated persons may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as trading ahead of Client transactions, affiliated persons are required to disclose all reportable securities transactions as well as provide BFCM with copies of their brokerage statements.

The Chief Compliance Officer of BFCM is Megan Clark. She reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

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

BFCM 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, affiliated persons 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, affiliated persons are required to disclose all reportable securities transactions as well as provide BFCM with copies of their brokerage statements.

The Chief Compliance Officer of BFCM is Megan Clark. She reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

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**Item 12: Brokerage Practices**

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**Factors Used to Select Broker-Dealers for Client Transactions**

BFCM may recommend the use of a particular broker-dealer such as Charles Schwab & Col, Inc., Member FINRA/SIPC, an unaffiliated SEC-registered broker-dealer and FINRA member or may utilize a broker-dealer of the Client's choosing. BFCM will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. BFCM relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by BFCM.

- *Directed Brokerage*

In circumstances where a Client directs BFCM to use a certain broker-dealer, BFCM still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: BFCM's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among Clients and conflicts of interest arising from brokerage firm referrals. The firm may be unable to achieve most favorable execution of client transactions, and this practice may cost clients more money.

- *Best Execution*  
Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is affected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.
- *Soft Dollar Arrangements*  
BFCM does not receive soft dollar benefits.
- *Brokerage for Client Referrals*  
BFCM does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

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**Aggregating Securities Transactions for Client Accounts**

BFCM 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.

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**Item 13: Review of Accounts**

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

Account reviews are performed quarterly by the Chief Compliance Officer of BFCM. Account reviews are performed more frequently when market conditions dictate. Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target bans of each asset class to identify if there is an opportunity for rebalancing, and reviewing accounts for tax loss harvesting opportunities.

Financial plans generated are updated as requested by the Client and pursuant to a new or amended agreement, BFCM suggests updating at least annually.

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**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.

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**Content of Client Provided Reports and Frequency**

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by BFCM's custodian. 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**

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

BFCM will receive referral fees from TPMs they refer to clients and will share in fees as a Co-advisor. Please see Items 4, 5 and 10 of this brochure for more details on this arrangement.

Megan Clark receives external compensation for the sale of securities to clients as a registered representative of Madison Avenue Securities, LLC a broker-dealer.

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### **Advisory Firm Payments for Client Referrals**

BFCM does not compensate for Client referrals.

## **Item 15: Custody**

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### **Account Statements**

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to any documentation or reports prepared by BFCM.

BFCM is deemed to have limited custody because advisory fees are directly deducted from Client's account by the custodian on behalf of BFCM.

## **Item 16: Investment Discretion**

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### **Discretionary Authority for Trading**

If applicable, Client will authorize BFCM discretionary authority, via the advisory agreement, to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. If applicable, Client will authorize BFCM discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement. If, however, consent for discretion is not given, BFCM will obtain prior Client approval before executing each transaction.

BFCM allows Client's to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. Such restrictions could include only allowing purchases of socially conscious investments. These restrictions must be provided to BFCM in writing.

The Client approves the custodian to be used and the commission rates paid to the custodian. BFCM does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

## **Item 17: Voting Client Securities**

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### **Proxy Votes**

BFCM 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, BFCM will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.



For assistance please contact 703-796-0957 or [megan@clarkfinancialplanning.com](mailto:megan@clarkfinancialplanning.com).

## **Item 18: Financial Information**

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### **Balance Sheet**

A balance sheet is not required to be provided because BFCM does not serve as a custodian for Client funds or securities and BFCM does not require prepayment of fees of more than \$1,200 per Client and six months or more in advance.

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

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

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### **Bankruptcy Petitions during the Past Ten Years**

BFCM has not had any bankruptcy petitions in the last ten years.

Item 1 Cover Page

**SUPERVISED PERSON BROCHURE**  
FORM ADV PART 2B

Megan Clark

**Brighter Financial Capital  
Management, LLC**

**Office Address:**

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Suite 203  
Reston, VA 20190

Tel: 703-796-0957  
Fax: 703-796-0957

megan@clarkfinancialplanning.com

This brochure supplement provides information about Megan Clark and supplements the Brighter Financial Capital Management LLC brochure. You should have received a copy of that brochure. Please contact Megan Clark if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Megan Clark (CRD #5733655) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**OCTOBER 21, 2024**

## Brochure Supplement (Part 2B of Form ADV)

### Supervised Person Brochure

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#### Principal Executive Officer – Megan Clark

- Year of birth: 1985
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#### Item 2 - Educational Background and Business Experience

##### Educational Background:

- University of Virginia; Bachelor of Arts in Biology; 2008

##### Business Experience:

- Madison Avenue Securities, LLC; Registered Representative; 09/2022 - Present
  - Brighter Financial Capital Management, LLC; Chief Compliance Officer/Investment Advisor Representative; 10/2019-Present
  - MLC Clark Family LLC; Managing Member; 12/2018 - Present
  - Clark & Associates, Inc. Financial Solutions; Insurance Agent; 05/2008 – Present
  - Kalos Capital, Inc.; Registered Representative; 02/2014 – 09/2022
  - Kalos Management; Investment Advisor Representative; 06/2014 – 03/2020
  - Clark/Barbour Asset Strategy Partners; Marketing Consultant; 10/2017 – 04/2019
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#### Item 3 - Disciplinary Information

*Criminal or Civil Action:* None to report.

*Administrative Proceeding:* None to report.

*Self-Regulatory Proceeding:* None to report.

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#### Item 4 - Other Business Activities Engaged In

Managing Member Megan Clark has a financial affiliated business as an insurance agent with Clark & Associates, Inc. Financial Solutions and as a Registered Representative with Madison Avenue Securities, LLC (CRD#23224). Approximately 25% of her time is spent on these activities. She will offer Clients services from those activities. As an insurance agent and Registered Representative, she may receive separate yet typical compensation.

These practices represent conflicts of interest because it gives an incentive to recommend products based on the commission amount received. These conflicts are 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 and services through another insurance agent or Registered Representative of their choosing.

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#### Item 5 - Additional Compensation

Megan Clark receives commissions on the insurance products and securities she sells. She does not receive any performance-based fees.

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#### Item 6 - Supervision

Since Megan Clark is the sole owner of BFCM she is solely responsible for all supervision and formulation and monitoring of investment advice offered to Clients. She will adhere to the policies and procedures as described in the firm's Compliance Manual. She can be reached at [megan@clarkfinancialplanning.com](mailto:megan@clarkfinancialplanning.com) or 703-796-0957.