

## **INTRODUCTION**

Insigneo Advisory Services, LLC (“we” or “the Adviser”) is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser. It is important for you to understand the difference in fees and services between brokerage firms and investment advisers. The Adviser has two affiliated broker-dealers, Insigneo International Financial Services, LLC and Insigneo Securities, LLC. To obtain a copy of the Form CRS for these affiliates along with additional important information visit [insigneo.com/disclosures](https://insigneo.com/disclosures). Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

## **WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?**

We offer investment advisory services to retail clients through discretionary and non-discretionary accounts pursuant to an Investment Advisory Agreement (“IAA”). This means we can make certain decisions regarding your account without your input (discretionary) or you may require all investment decisions be approved by you (non-discretionary). The material limitation on discretionary arrangements is dictated by investment and risk profile information provided by you at the onset of our relationship, and we will act in a discretionary capacity for the duration of such arrangement and/or until closing of the account. The advice we provide is tailored to specific needs, goals, and objectives of each client. We make available internally or externally managed portfolios and also provide portfolio management and administrative services to client accounts, including researching, analyzing, structuring and negotiating potential investments, monitoring the performance of investments and advising clients as to the disposition of investment opportunities (Consulting Services).

Ongoing monitoring of your account is included as part of the standard services we provide to you. We require a minimum account size of \$100,000 to manage your account, although we reserve the right to waive it and some portfolio options may also contain investment minimums which is subject to change. We have no material limitations on the type of products we can recommend.

Please see [Form ADV Part 2A \(Brochure\) Items 4, 7, and 13](#) for more detailed information.

### **Ask your Financial Professional (if applicable)**

- *Given my financial situation, should I choose advisory service? Why or why not?*
- *How will you choose investments to recommend to me?*
- *What is your relevant experience, including your licenses, education, and other qualifications and what do these qualifications mean?*

## **WHAT FEES WILL I PAY?**

Fees for the management of accounts will be based upon a percentage of the total assets in the account. We typically receive an annual management fee, between 0.40% and 2.50%, based on the gross asset value of the account, although all rates are negotiable. These are generally paid quarterly, with exceptions. Fees for Consulting Services are typically based on a fixed amount or as a percentage of assets managed, as agreed with the client. Clients who participate in the Managed Account Program will also be subject to a platform fee.

Additionally, you will also incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, transfer taxes, wire transfer and electronic fund fees, among others.

Separately, we offer Wrap Fee Programs, whereby one fee is charged as a percentage of assets under management and includes the cost of brokerage and platform fee with IAS’s affiliate Insigneo Securities.

The more assets you have in the advisory account, including cash, the more you will pay us. We therefore have an incentive to increase the assets in your account in order to increase our fees. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Please see [Form ADV Part 2A \(Brochure\) Item 5](#) for more detailed information

### **Ask your Financial Professional (if applicable)**

- *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

## **WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN ACTING AS MY INVESTMENT ADVISER? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?**

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they affect the recommendations we provide you. Here are some examples to help you understand what this means:

We may direct execution of client securities through Insigneo Securities, limiting the ability of commission rates to be negotiated on an arms' length basis with other execution venues. You may be able to obtain less expensive execution of securities transactions if a broker-dealer other than Insigneo Securities is used. Additionally, we are under common control with Insigneo Capital S.A., who acts as Investment Manager to certain private placement and/or pooled investment vehicles that may be offered to you, as well as Insigneo Access GP LLC, who acts as general partner of a private fund managed by the Adviser. The directors/ beneficial owners of Insigneo Capital and Insigneo Access GP are also directors / beneficial owners of the Adviser and its affiliates. Insigneo Capital, Insigneo Access GP, its affiliates and their respective members, shareholders, officers and employees and their respective affiliates, may from time to time (1) incur expenses on behalf of the referenced offerings, (2) receive additional compensation for offering such investments, and (3) spend substantial time and attention on other business activities, among others. The Adviser shares supervised persons with Insigneo Securities, Insigneo International Financial Services, Insigneo Capital and Insigneo Access GP. For instance, certain shared supervised persons are entitled to and accept compensation for the sale of securities or other investment products, including trailer fees or service fees from the sale of mutual funds, in their individual capacities and affiliation(s) with the referenced affiliates. Additionally, the Adviser extends loans or transition assistance to certain IARs when joining IAS that are generally forgivable based on the IAR bringing assets to the Adviser, reaching agreed-upon revenue targets or continuing to remain affiliated with IAS for a specified period of time. A forgivable loan based on a revenue or production target creates a conflict of interest in that the IAR is incentivized to act in a manner that results in the IAR earning more revenue in order to ensure that the loan is forgiven. The IAR has a financial incentive to recommend that a client open and maintain an account with the Adviser because, in addition to the fees that the IAR would earn directly from the client by opening and maintaining an account with IAS, the IAR also benefits if he/she is able to meet the specified production levels or length of service requirements in that the IAR can avoid having to repay the transition loan, which can be substantial. We and our related persons can buy or sell for ourselves securities that we also recommend to you. Such transactions can include trading in securities in a manner inconsistent with the advice given to you. We have policies and procedures to monitor the potential conflicts disclosed above. We render only disinterested and impartial advice to clients and our goal is to comply with fiduciary obligations. We are responsible for recommending investments based on your investment objectives and risk tolerance.

Please see [Form ADV Part 2A \(Brochure\) Items 10 and 11](#) for more detailed information.

### **Ask your Financial Professional (if applicable)**

- *How might your conflicts of interest affect me, and how will you address them?*

## **HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?**

Our financial professionals receive a percentage of the fee received by the Adviser based on assets under management, according to respective arrangements between the Adviser and each individual financial professional. Additionally, some of our supervised persons accept compensation for the sale of securities or other investment products, in their individual capacities as registered representatives of our affiliated broker-dealer, Insigneo Securities. Some of our supervised persons also accept trailer fees pertaining to grandfathered existing positions of certain mutual fund shares. Please ask us for more information, and you can find more information about this in our ADV

## **DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?**

Yes, some of our financial professionals have certain disclosures and disciplinary history, as noted in Items 14 A–M of their Form U4. However, the Adviser does not have legal or disciplinary history as noted on Form ADV Part 1 and Item 11, Part 2A Item 9. Please visit [Investor.gov/CRS](https://www.investor.gov/crs) for a free and simple search tool to research us or our financial professionals.

### **Ask your Financial Professional (if applicable)**

- *As a financial professional, do you have any disciplinary history? For what type of conduct?*

For additional information about your investment advisory services or to request an up-to-date copy of the client relationship summary, please visit [insigneo.com/disclosures](https://insigneo.com/disclosures) or call 305-373-9000.

### **Ask your Financial Professional (if applicable)**

- *Who is my primary contact person? Who can I talk to if I have concerns about how this person is treating me?*

**The purpose of this appendix is to inform you of any material changes since the previous filing of this Form CRS which occurred on or about March 2023.**

The following material change has been included in this Form CRS since the last filing:

- The Adviser has made routine updates to headings, links and overall format of this document.
- The Adviser has included language under the heading *“What Investment Services and Advice Can You Provide Me?”* to describe material limitations (if any) related to accounts that grant the Adviser discretionary authority.