

Amplify Financial, LLC

SEC File Number: 801 – 128942

ADV Part 2A, Firm Brochure

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This Brochure provides information about the qualifications and business practices of Amplify Financial, LLC. If you have any questions about the contents of this Brochure, please contact us at (602) 732-4745. 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 Amplify Financial, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to Amplify Financial, LLC as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

Since the initial Form ADV filing, there have not been any significant changes. The office has moved to 8605 East Raintree Drive, Suite 280 Scottsdale, Arizona 85260.

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Item 4 Advisory Business

- A. Amplify Financial, LLC (“Amplify Financial”) is a limited liability company formed on May 1, 2023, in the state of Delaware. Amplify Financial became registered as an Investment Adviser Firm in June 2023. Amplify Financial is owned by Amplify Ventures Group, LLC.

AMPLIFY PLATFORM

Amplify Financial sponsors the Amplify Platform through which investment adviser firms and investment professionals may engage Amplify Financial to provide back-office operational support services and/or gain access to and select from independent third-party managers available through the Amplify Platform.

Upon executing the Platform Agreement, the investment adviser firm or investment professional shall be considered a Platform Member. Platform Members may choose to receive certain back-office services, such as administrative, trading, and reporting services, and/or to select independent third-party managers to manage underlying client assets on a sub-advisory basis. Platform Members may choose to allocate all or a portion of their underlying client’s assets among the different independent investment managers available through the Amplify Platform on a discretionary basis.

Platform Members shall have a direct contractual relationship with each of their underlying clients and obtain, through such agreements, the authority to engage Amplify Financial for services rendered through the Platform.

Amplify Financial engages investment advisers to service Platform Members as sub-advisers. Sub-advisers available through the Amplify Platform perform discretionary investment management services and shall manage, invest and reinvest the Platform Member’s underlying client assets. As such, a selected manager(s) shall be authorized, without prior consultation with the Platform Member or the underlying client, to buy, sell trade or allocate the underlying client’s assets in accordance with the underlying client’s investment objectives and to deliver instructions in furtherance this responsibility to the underlying client’s broker-dealer and or custodian.

Platform Members retain responsibility for the underlying client relationship, including the initial and ongoing suitability determination. Platform Members shall also retain the responsibility for implementing client investment recommendations in accordance with the Platform Member’s fiduciary duty to the underlying client. Platform Members are responsible for obtaining and furnishing information pertaining to sub-advisor selection and underlying client account guidelines along with any reasonable account restrictions.

INVESTMENT MANAGEMENT

Amplify Financial provides discretionary investment management services on a fee basis. The services offered under, and the corresponding terms and conditions pertaining to Amplify Financial’s services are discussed in the investment management agreement.

ADDITIONAL DISCLOSURES

No Financial Planning or Non-Investment Consulting/Implementation Services. Amplify Financial does not provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc.

Amplify Financial does not serve as an attorney, accountant, or insurance agency, and no portion of our services should be construed as legal, accounting, or insurance implementation services.

Accordingly, Amplify Financial does not prepare estate planning documents, tax returns or sell insurance products.

Independent Managers. Amplify Financial undertakes to select, monitor and replace independent managers available on the Amplify Platform. Platform Members may select independent managers as part of Amplify Financial's sub-advisory services. In such situations, the Independent Manager(s) will have day-to-day responsibility for the active discretionary management of the allocated assets. The investment management fees charged by the designated Independent Manager(s) are exclusive of, and in addition to, Amplify Financial's platform fee.

Platform Manager Obligations. In performing its services, Amplify Financial shall not be required to verify any information received from the Platform Member and is expressly authorized to rely thereon. Moreover, each Platform Member is advised that it remains their responsibility to promptly notify Amplify Financial if there is ever any change in their registration status or authority over underlying client assets.

Cybersecurity Risk. The information technology systems and networks Amplify Financial and its third-party service providers use to provide services to Amplify Financial's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Amplify Financial's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Amplify Financial are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Amplify Financial has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Amplify Financial does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

Disclosure Statement. A copy of Amplify Financial's written Brochure, as set forth in Part 2A of Form ADV, shall be provided to each client prior to the execution of any new advisory agreement.

- B. Reasonable restrictions may be imposed, in writing, on Amplify Financial's services at any time.
- C. Amplify Financial does not sponsor a wrap fee program.
- D. As of December 31, 2023, Amplify Financial had \$0 in assets under management on a discretionary basis.

Item 5 Fees and Compensation

A.

AMPLIFY PLATFORM

Amplify Financial charges a "Platform Fee" based upon the services selected and the amount of assets placed on the Amplify Platform.

The Platform Fee may or may not include custodial transaction charges depending on if the independent manager selected on the Amplify Platform provides its services on a Wrap Fee basis

or not. However, the Platform fee does not cover any margin interest, national securities exchange fees, charges for transactions not executed through the custodian (“tradeaway fees”), costs associated with exchanging currencies, fees and expenses charged by mutual funds or any investment company in which the assets may be invested. Markups, markdowns and spreads charged by a dealer unaffiliated with the custodian may be included in the price of certain transactions executed on your behalf.

The Platform Fee is negotiable and can range from 0.05% to 1.50%, annually, and may differ from client to client and shall vary based upon the independent manager selected from the Amplify Platform based upon various subjective and objective factors.

Fees paid to independent managers are in addition to the Platform and administrative fees charged by Amplify Financial and the advisory fee charged by Platform Members. Independent manager fees are billed and collected in the same manner as the Amplify Financial Platform Fee. Additional information regarding fee sharing and the fees charged by independent managers is available at <https://app.amplifyplatform.com/f/e41cmp7h/programmanagers>.

In addition, some independent managers on the Amplify Platform may allocate underlying client assets to certain exchange-traded funds or mutual funds, with which they are affiliated, when developing their investment models. Certain of these independent managers share a portion of the fees they collect from mutual funds they manage.

Certain independent manager portfolio providers participating in the Amplify Financial program may not charge management fees or may reduce such fees because they utilize their proprietary mutual funds and/or ETFs and receive fees from these proprietary funds. The pricing terms are routinely re-negotiated with individual sub-managers and or model providers, whereby Amplify Financial, sub-manager, or model provider may receive a greater or lesser percentage of the than the current percentage at the time selected a particular investment strategy. In general, this reapportionment does not increase the fee that the underlying client pays.

Amplify Financial has entered into agreements with independent managers under which these managers pay Amplify Financial a fee for, among other services, marketing, and support with respect to the underlying independent manager’s platform models/strategies. These arrangements create a conflict of interest since Amplify Financial has the incentive to continue to recommend these models/strategies for the Platform. Additionally, independent managers may refer or recommend their clients to invest via the Amplify Platform. This arrangement creates an incentive for Amplify Financial to maintain platform relationships with these independent managers over others that we may be considering. To mitigate these conflicts, we do not take these arrangements into account when determining whether to retain independent managers.

Amplify Program Fees can be waived or reduced at its discretion. Such reduction or waiver does not require Amplify Financial to continue to waive or reduce fees. Fees that have been waived, reduced, or negotiated by a Platform Member can cause fees to deviate from the Amplify Financial standard advisory schedule. Platform Members, not Amplify Financial, are responsible for selecting the most suitable portfolio for their underlying clients. Amplify Financial does not provide advice or recommendations regarding portfolio selections.

INVESTMENT MANAGEMENT

Amplify Financial may be engaged to provide discretionary investment management services on a fee basis. The services offered under, and the corresponding terms and conditions pertaining to Amplify Financial’s services are discussed in the investment management agreement. The current annual fee ranges up to 2.99%, depending upon the asset composition in the account.

Amplify Financial, in its sole discretion, may charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

- B. Platform Members may elect to have Amplify Financial's advisory fees deducted from custodial accounts. Amplify Financial's Platform Agreement and the underlying client's custodial/clearing agreement may authorize the custodian to debit the account for the amount of Amplify Financial's Platform Fee and to directly remit that fee to Amplify Financial in compliance with regulatory procedures. In the limited event that Amplify Financial bills the Platform Member directly, payment is due upon receipt of Amplify Financial's invoice. Amplify Financial shall deduct fees and/or bill clients quarterly in advance, or in arrears as specified in the Platform Agreement, based upon the market value of the assets allocated to the Amplify Platform on the last business day of the previous quarter.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Amplify Financial shall generally recommend that Fidelity Investments ("*Fidelity*"), Charles Schwab & Co. Inc. ("*Schwab*"), Pershing, LLC ("*Pershing*") or Goldman Sachs ("*Goldman*") serve as the broker-dealer/custodian for client investment management assets.

Broker-dealers such as *Fidelity*, *Schwab*, *Pershing* and *Goldman* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions).

- D. Amplify Financial's annual Platform Fee shall be prorated and paid quarterly, in advance, or in arrears as specified in the Platform Agreement. Fees for Platform Members with underlying client assets managed via the Amplify Platform will be based upon the market value of the assets allocated to the Platform as the last business day of the previous quarter. Amplify Financial, in its sole discretion, may charge a Platform Fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

The Platform Agreement between Amplify Financial and the Platform Member will continue in effect until terminated by either party by written notice in accordance with the terms of the Platform Agreement. Upon termination, Amplify Financial shall refund a pro-rated portion of any advance Platform Fee paid based upon the number of days remaining in the billing period.

- E. **Securities Commission Transactions.** Certain of Amplify Financial's representatives, in their individual capacities as registered representatives of broker dealers.

Conflict of Interest: Any recommendation that a Platform Member or an underlying client purchase a commission product through a broker-dealer with which an Amplify Financial representative is also a registered representative presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's needs. No Platform Member or underlying client is under any obligation to purchase any commission products through any such a broker-dealer.

When Amplify Financial's representatives sell an investment product on a commission basis, Amplify Financial does not charge a Platform Fee in addition to the commissions paid by the client for such product.

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

Neither Amplify Financial nor any supervised person of Amplify Financial accepts performance-based fees.

Item 7 Types of Clients

Amplify Financial's clients shall generally include individuals, business entities, trusts, estates, and charitable organizations.

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

Amplify Financial may utilize the following methods of analysis when selecting appropriate Investment Managers for the Amplify Platform:

A. Long-Term Purchases

Long-term purchases generally involve the acquisition of an investment instrument and holding it for a period of at least one year.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Inflation Risk, Interest Rate Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

Short-Term Purchases

Short-term purchases generally involve the acquisition of an investment instrument and holding it for a period of not more than one year.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Higher Trading Costs, Interest Rate Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

Option Writing (including covered/uncovered options or spreading strategies)

Certain independent managers may also employ the use of options trading in the event that such trading complements their particular strategy or model. An option is the right either to buy or sell a specified amount or value of a particular underlying investment instrument at a fixed price (i.e., the "exercise price") by exercising the option before its specified expiration date. Options giving the owner the right to buy are called "call" options. Options giving the owner the right to sell are called "put" options.

Investing in securities or other investment products involves the risk of loss and Platform Members and their underlying clients should be prepared to bear such losses.

Risk Disclosures Capital Risk

Capital risk is one of the most basic, fundamental risks of investing; it is the risk that you may lose 100 percent of your money. All investments carry some form of risk and the loss of capital is generally a risk for any investment instrument.

Credit Risk

Credit risk can be a factor in situations where an investment's performance relies on a borrower's repayment of borrowed funds. With credit risk, an investor can experience a loss or unfavorable performance if a borrower does not repay the borrowed funds as expected or required. Investment holdings that involve forms of indebtedness (i.e., borrowed funds) are subject to credit risk.

Currency Risk

Fluctuations in the value of the currency in which your investment is denominated may affect the value of your investment and thus, your investment may be worth more or less in the future. All currency is subject to swings in valuation and thus, regardless of the currency denomination of any particular investment you own, currency risk is a realistic risk measure. That said, currency risk is generally a much larger factor for investment instruments denominated in currencies other than the most widely used currencies (U.S. dollar, British pound, German mark, Euro, Japanese yen, French franc, etc.).

Economic Risk

The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings in such countries, the investment instrument will generally be subject to a higher level of economic risk.

Financial Risk

Financial risk is represented by internal disruptions within an investment or the issuer of an investment that can lead to unfavorable performance of the investment. Examples of financial risk can be found in cases like Enron or many of the dot com companies that were caught up in a period of extraordinary market valuations that were not based on solid financial footings of the companies.

Higher Trading Costs

For any investment instrument or strategy that involves active or frequent trading, you may experience larger than usual transaction-related costs. Higher transaction-related costs can negatively affect overall investment performance.

Inflation Risk

Inflation risk involves the concern that in the future, your investment or proceeds from your investment will not be worth what they are today. Throughout time, the prices of resources and end-user products generally increase and thus, the same general goods and products today will likely be more expensive in the future. The longer an investment is held, the greater the chance that the proceeds from that investment will be worth less in the future than what they are today. Said another way, a dollar tomorrow will likely get you less than what it can today.

Interest Rate Risk

Certain investments involve the payment of a fixed or variable rate of interest to the investment holder. Once an investor has acquired or has acquired the rights to an investment that pays a particular rate (fixed or variable) of interest, changes in overall interest rates in the market will affect the value of the interest-paying investment(s) they hold. In general, changes in prevailing interest rates in the market will have an inverse relationship to the value of existing, interest paying investments. In other words, as interest rates move up, the value of an instrument paying a particular rate (fixed or variable) of interest will go down. The reverse is generally true as well.

Legal/Regulatory Risk

Certain investments or the issuers of investments may be affected by changes in state or federal laws or in the prevailing regulatory framework under which the investment instrument or its issuer is regulated.

Changes in the regulatory environment or tax laws can affect the performance of certain investments or issuers of those investments and thus, can have a negative impact on the overall performance of such investments.

Liquidity Risk

Certain assets may not be readily converted into cash or may have a very limited market in which they trade. Thus, you may experience the risk that your investment or assets within your investment may not be able to be liquidated quickly, thus, extending the period of time by which you may receive the proceeds from your investment. Liquidity risk can also result in unfavorable pricing when exiting (i.e., not being able to quickly get out of an investment before the price drops significantly) a particular investment and therefore, can have a negative impact on investment returns.

Market Risk

The market value of an investment will fluctuate as a result of the occurrence of the natural economic forces of supply and demand on that investment, its particular industry or sector, or the market as a whole. Market risk may affect a single issuer, industry or sector of the economy or may affect the market as a whole. Market risk can affect any investment instrument, or the underlying assets or other instruments held by or traded within that investment instrument.

Operational Risk

Operational risk can be experienced when an issuer of an investment product is unable to carry out the business it has planned to execute. Operational risk can be experienced as a result of human failure, operational inefficiencies, system failures, or the failure of other processes critical to the business operations of the issuer or counter party to the investment.

Past Performance

Charting and technical analysis are often used interchangeably. Technical analysis generally attempts to forecast an investment's future potential by analyzing its past performance and other related statistics. In particular, technical analysis often times involves an evaluation of historical pricing and volume of a particular security for the purpose of forecasting where future price and volume figures may go. As with any investment analysis method, technical analysis runs the risk of not knowing the future and thus, investors should realize that even the most diligent and thorough technical analysis cannot predict or guarantee the future performance of any particular investment instrument or issuer thereof.

Strategy Risk

There is no guarantee that the investment strategies discussed herein will work under all market conditions and each investor should evaluate his/her ability to maintain any investment he/she is considering in light of his/her own investment time horizon. Investments are subject to risk, including possible loss of principal.

Currently, Amplify Financial primarily allocates client investment assets among various mutual funds and/or exchange traded funds and *Independent Manager[s]*, on a discretionary basis in accordance with the client's designated investment objective(s). *Independent Manager[s]* may offer strategies that utilize, but are not limited to, stocks, bonds, options, and alternative investments. (See *Independent Manager[s]* above).

Item 9 **Disciplinary Information**

Amplify Financial has not been the subject of any disciplinary actions.

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

- A. As disclosed above in Item 5.E, certain of Amplify Financial's representatives are also registered representatives of unaffiliated broker-dealers.
- B. Neither Amplify Financial, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. **Affiliated Investment Adviser Firm: Ashton Thomas Private Wealth.** Certain of Amplify Financial's related persons are also associated with Ashton Thomas Private Wealth ("Ashton Thomas"), an affiliated SEC registered investment advisor firm. Amplify Financial shall not receive any direct compensation for any referral made to Ashton Thomas. The recommendation by Amplify Financial that a Platform Member engage the investment advisory services of Ashton Thomas presents a conflict of interest. No Platform Member is under any obligation to engage the services of Ashton Thomas.

Amplify Financial may also provide certain back-office support services to Ashton Thomas.

Registered Representatives of unaffiliated broker-dealers. As disclosed above in Item 5.E, certain of Amplify Financial's representatives are also registered representatives of unaffiliated broker-dealers.

Licensed Insurance Agents. Certain of Amplify Financial's representatives, in their individual capacities, are licensed insurance agents of Ashton Thomas Insurance Agency, LLC, an affiliated insurance company.

Conflict of Interest: The recommendation by any Amplify Financial representatives that a Platform Member or underlying client purchase a securities or insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular underlying client's need. Platform Members and underlying clients are under no obligation to purchase any commissionable products from Amplify Financial's representatives.

- D. Amplify Financial does not receive, directly or indirectly, promoter fees.

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

- A. Amplify Financial maintains an investment policy relative to its investment adviser representative's personal securities transactions. This investment policy is part of Amplify Financial's overall Code of Ethics, which serves to establish a standard of business conduct for all of Amplify Financial's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Amplify Financial also maintains and enforces written policies reasonably designed to prevent the misuse of material non-

public information by Amplify Financial or any person associated with Amplify Financial.

- B. Except as stated immediately below, neither Amplify Financial nor any related person of Amplify Financial recommends, buys, or sells for client accounts, securities in which Amplify Financial or any related person of Amplify Financial has a material financial interest:
- C. Amplify Financial and/or representatives of Amplify Financial may buy or sell securities that are also recommended to clients, which purchases may be made in the separate capacity as a registered representative of a broker-dealer. This practice may create a situation where Amplify Financial and/or representatives of Amplify Financial are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a material conflict of interest. Practices such as “scalping” (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Amplify Financial did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, “front-running” (i.e., personal trades executed prior to those of Amplify Financial’s clients) and other potentially abusive practices.

To address this material conflict of interest, Amplify Financial has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Amplify Financial’s “Access Persons.” Amplify Financial’s securities transaction policy requires that an Access Person of Amplify Financial must provide the firm with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the firm with a written report of the Access Person’s current securities holdings at least once each twelve (12) month period thereafter on a date Amplify Financial select; provided, however that at any time that Amplify Financial has only one Access Person, he or she shall not be required to submit any securities report described above. Further, all Access Persons must submit to a pre-clearance review before investing in any alternative investments that are also recommended by Amplify Financial’s related persons in their separate capacities as registered representatives of a broker-dealer. Finally, an Access Person is also required to obtain the pre-approval from the firm before engaging in any outside business activities that may be required for the Access Person to acquire an interest in an alternative investment or alternative investment company. Amplify Financial’s personal securities transaction policy dictates that any proposed transaction will not be pre-approved by the firm if it would constitute or result in “scalping,” “front-running,” or other potentially abusive practices to the detriment of Amplify Financial’s clients.

- D. Amplify Financial and/or representatives of Amplify Financial (in the capacity as an investment advisor representative of Amplify Financial or in a separate and individual capacity as a registered representative of a broker-dealer) may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Amplify Financial and/or representatives of Amplify Financial are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11.C., Amplify Financial has a personal securities transaction policy, which prohibits any potential trades that would constitute or result in “scalping,” “front-running,” or other potentially abusive practices to the detriment of Amplify Financial’s clients.

Item 12 Brokerage Practices

- A. In the event that the client requests that Amplify Financial recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Amplify Financial to use a specific broker-dealer/custodian), Amplify Financial generally recommends that investment management accounts be maintained at *Fidelity, Schwab, Pershing* or *Goldman*. Prior

to engaging Amplify Financial to provide investment management services, the client will be required to enter into a formal agreement with Amplify Financial setting forth the terms and conditions under which Amplify Financial shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Amplify Financial considers in recommending *Fidelity*, *Schwab*, *Pershing* or *Goldman* (or any other broker-dealer/custodian to clients) include historical relationship with Amplify Financial, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Amplify Financial's clients shall comply with Amplify Financial's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Amplify Financial determines, in good faith, that the commission/transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Amplify Financial will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Amplify Financial's investment management fee. Amplify Financial's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits. Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Amplify Financial may receive from *Fidelity*, *Schwab*, *Pershing* or *Goldman* (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Amplify Financial to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Amplify Financial may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Amplify Financial in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist Amplify Financial in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Amplify Financial to manage and further develop its business enterprise.

Amplify Financial's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity*, *Schwab*, *Pershing* or *Goldman* as a result of this arrangement. There is no corresponding commitment made by Amplify Financial to *Fidelity*, *Schwab*, *Pershing* or *Goldman* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Amplify Financial's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

2. Amplify Financial does not receive referrals from broker-dealers.
3. Amplify Financial does not generally accept directed brokerage arrangements (when a client

requires that account transactions be affected through a specific broker-dealer). In such client directed arrangements the client will negotiate terms and arrangements for their account with that broker-dealer, and Amplify Financial will not seek better execution services or prices from other broker-dealers or be able to “batch” the client’s transactions for execution through other broker-dealers with orders for other accounts managed by Amplify Financial. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

In the event that the client directs Amplify Financial to effect securities transactions for the client’s accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Amplify Financial.

Amplify Financial’s Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that Amplify Financial provides investment management services to its clients, the transactions for each client account generally will be affected independently, unless Amplify Financial decides to purchase or sell the same securities for several clients at approximately the same time. Amplify Financial may (but is not obligated to) combine or “bunch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Amplify Financial’s client’s differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Amplify Financial shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. All investment supervisory clients are advised that it remains their responsibility to advise Amplify Financial of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives, and account performance with Amplify Financial on an annual basis.
- B. Amplify Financial may conduct account reviews on an other-than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections, and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and/or regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Amplify Financial may also provide a written periodic report summarizing account activity and performance. We urge our clients to compare the statements they receive from us with those received from the custodian.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, Amplify Financial may receive an indirect economic benefit from *Fidelity*, *Schwab*, *Pershing* or *Goldman*. Amplify Financial, without cost (and/or at a discount), may receive support services and/or products from *Fidelity*, *Schwab*, *Pershing* or *Goldman*.

There is no corresponding commitment made by Amplify Financial to *Fidelity*, *Schwab*, *Pershing* or *Goldman* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Although not a material consideration when determining whether to recommend that a client purchase a specific investment product, Amplify Financial may receive from a particular investment product sponsor (i.e., a mutual fund company, variable investment product sponsor, etc.) financial support that may assist the Amplify Financial with client marketing events. Financial support received from a sponsor to conduct a specific marketing event could exceed the total cost of the specific event. However, there is no corresponding commitment made by Amplify Financial, to any such product sponsor that its financial support will result in a certain level of sales production of their products to Amplify Financial's clients. The receipt of financial support that may be received by Amplify Financial is in addition to the commission compensation received by certain of Amplify Financial's representatives when selling an investment product, in their individual capacities as registered representatives.

- B. Neither Amplify Financial nor any related person of Amplify Financial directly or indirectly compensates any person for client referrals.

Item 15 Custody

All Platform assets are held independently by unaffiliated qualified custodians. Amplify Financial does not take physical custody of clients' assets. Under government regulations, we are deemed to have custody of your assets in certain situations as described below. One situation occurs when you authorize the custodian to deduct our advisory fees directly from your account, even though custodian maintains actual custody of your assets. A second situation occurs if a Platform Member or underlying client authorizes us to direct checks or money transfers from the underlying client account to a third party, all dependent upon the authorization given to custodian. A third situation occurs when you send checks to Amplify Financial for deposit at the custodian, and the checks are not made payable to the custodian. In all cases, all clients are provided, at least quarterly, with written transaction confirmation notices and/or regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Amplify Financial may also provide a written periodic report summarizing account activity and performance.

To the extent that Amplify Financial provides underlying clients with periodic account statements or reports, the underlying is urged to compare any statement or report provided by Amplify Financial with the account statements received from the account custodian.

The account custodian does not verify the accuracy of Amplify Financial's advisory fee calculation.

Item 16 Investment Discretion

The Platform Member shall be required to execute a Platform Agreement, naming Amplify Financial as the client's attorney and agent in fact, granting Amplify Financial full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage Amplify Financial on a discretionary basis may, at any time, impose restrictions, in writing, on Amplify Financial's discretionary authority. (i.e., limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with

an inverse relationship to the market, limit or proscribe Amplify Financial's use of margin, etc.).

Item 17 Voting Client Securities

- A. Amplify Financial does not vote client proxies. Platform Members and/or the underlying client maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Platform Members and/or underlying clients will receive their proxies or other solicitations directly from their custodian.

Item 18 Financial Information

- A. Amplify Financial does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. Amplify Financial is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Amplify Financial has not been the subject of a bankruptcy petition.