



## ADV PART 2A

## BROCHURE

COORDINATED FINANCIAL SERVICES, INC.

4643 S. ULSTER ST., SUITE 960

DENVER, CO 80237

O: (303) 770-5401

[WWW.CFSCOLORADO.COM](http://WWW.CFSCOLORADO.COM)

MARCH 7, 2024

This brochure provides information about the qualifications and business practices of Coordinated Financial Services, Inc. ("Coordinated Financial Services"). If you have any questions about the contents of this brochure, please contact us at (303) 770-5401. 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. Registration as an Investment Adviser with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Additional information about Coordinated is available on the SEC's website at <http://www.adviserinfo.sec.gov/>. You can search this site by a unique identifying number referred to as an IARD number. The IARD number for Coordinated Financial Services is #147881

## ITEM 2 – MATERIAL CHANGES

---

### SUMMARY OF MATERIAL CHANGES

---

Under federal and state law, Coordinated Financial Services is a fiduciary and must make full disclosure to Clients of all material facts relating to the advisory relationship. This brochure provides Clients or prospective Clients with information and conflicts of interest about Coordinated Financial Services that should be considered before or when obtaining our investment advisory services. We are required to update this item to describe the material changes made to this brochure on an annual basis and deliver to the Client, within 120 days of the end of the fiscal year, a free updated brochure that includes or is accompanied by a summary of material changes; or a summary of material changes and an offer to provide an updated brochure and how to obtain it. We will also provide interim disclosures regarding material changes, as necessary.

We have made the following material changes since our last Annual Amendment filing as of March 8, 2023.

- Clarifying language in **Item 5**. The fees for Schwab portfolio management are based on an annual percentage of assets under management or a flat quarterly fee and are applied to the account asset value on a pro-rated basis. Fees will be billed quarterly in arrears based on the month-end account balance for the previous three months of the quarter, totaled, and billed. The market value will be determined as reported by the Custodian.
- Clarifying language in **Item 5**. The LPL program's portfolio management fees are based on an annual percentage of assets under management, or a flat quarterly fee, billed quarterly in advance based on the value as of the last business day of the quarter, considering any withdrawal and contribution flows. The initial fee will be in arrears and based upon the date the account is accepted for management by execution of the advisory agreement or when the assets are transferred through a three-month billing cycle.
- **Item 10**. Some IARs of Coordinated Financial Services also engage in insurance business.
- **Item 14**. Coordinated Financial Services uses a lead generation service.

### QUESTIONS & CONCERNS

---

We encourage the Client to read this document in its entirety. Our Chief Compliance Officer, Shawn Rogers, remains available to address any questions or concerns regarding this Part 2A Wrap Brochure, including any material change disclosure or information described below.

## ITEM 3 – TABLE OF CONTENTS

---

<b>ITEM 1 - COVER PAGE .....</b>	<b>1</b>
<b>ITEM 2 – MATERIAL CHANGES .....</b>	<b>2</b>
<i>Summary of Material Changes.....</i>	<i>2</i>
<i>QUESTIONS &amp; CONCERNS.....</i>	<i>2</i>
<b>ITEM 3 – TABLE OF CONTENTS .....</b>	<b>3</b>
<b>ITEM 4 – ADVISORY BUSINESS .....</b>	<b>6</b>
<i>ABOUT OUR FIRM.....</i>	<i>6</i>
<i>INVESTMENT AND WEALTH MANAGEMENT AND SUPERVISION SERVICES .....</i>	<i>6</i>
<i>FINANCIAL PLANNING .....</i>	<i>7</i>
<i>MONEYGUIDE PRO ADVISOR PLATFORM.....</i>	<i>8</i>
<i>LPL Financial Sponsored Advisory Programs .....</i>	<i>8</i>
<i>Manager Access Select Program (“MP”).....</i>	<i>8</i>
<i>Model Wealth Portfolios Program (“MWP”).....</i>	<i>9</i>
<i>Optimum Market Portfolios Program (“OMP”).....</i>	<i>9</i>
<i>STRATEGIC Wealth Management (“SWM II”) .....</i>	<i>9</i>
<i>Investment Advice and Rollover Recommendation Disclosure.....</i>	<i>10</i>
<i>Wrap Fee Program .....</i>	<i>10</i>
<i>Assets .....</i>	<i>11</i>
<b>ITEM 5 - FEES AND COMPENSATION .....</b>	<b>11</b>
<i>Investment Management Fees and Compensation.....</i>	<i>11</i>
<i>LPL Financial Sponsored Advisory Programs .....</i>	<i>12</i>
<i>Potential Conflict of Interest.....</i>	<i>13</i>
<i>Financial Planning Fees .....</i>	<i>14</i>
<i>Administrative Services Provided by Advyzon .....</i>	<i>14</i>
<i>Additional Fees and Expenses .....</i>	<i>14</i>
<b>ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT.....</b>	<b>15</b>
<b>ITEM 7 - TYPES OF CLIENTS .....</b>	<b>15</b>
<b>ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES &amp; RISK OF LOSS .....</b>	<b>15</b>
<i>Methods of Analysis .....</i>	<i>15</i>
<i>Investment Strategies.....</i>	<i>15</i>
<i>Risk of Loss .....</i>	<i>16</i>

<b>ITEM 9 - DISCIPLINARY INFORMATION .....</b>	<b>18</b>
<b>ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS .....</b>	<b>18</b>
<i>Broker-Dealer .....</i>	<i>18</i>
<i>INSURANCE COMPANIES.....</i>	<i>19</i>
<b>ITEM 11 – CODE OF ETHICS PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS &amp; PERSONAL TRADING.....</b>	<b>20</b>
<i>personal securities trading .....</i>	<i>20</i>
<b>ITEM 12 - BROKERAGE PRACTICES .....</b>	<b>21</b>
<i>SCHWAB'S BROKERAGE SERVICES .....</i>	<i>21</i>
<i>HOW OUR FIRM SELECTS CUSTODIAN-BROKER .....</i>	<i>21</i>
<i>CLIENT BROKERAGE &amp; CUSTODY COSTS.....</i>	<i>21</i>
<i>PRODUCTS AND SERVICES AVAILABLE TO US FROM SCHWAB.....</i>	<i>22</i>
<i>SERVICES THAT BENEFIT OUR CLIENTS.....</i>	<i>22</i>
<i>SERVICES THAT MAY NOT DIRECTLY BENEFIT OUR CLIENTS .....</i>	<i>22</i>
<i>SERVICES THAT GENERALLY BENEFIT ONLY US .....</i>	<i>22</i>
<i>OUR INTEREST IN SCHWAB'S SERVICES.....</i>	<i>23</i>
<i>BROKERAGE FOR CLIENT REFERRALS .....</i>	<i>24</i>
<i>AGGREGATION &amp; ALLOCATION OF TRANSACTIONS.....</i>	<i>24</i>
<i>TRADE ERRORS.....</i>	<i>24</i>
<i>DIRECTED BROKERAGE.....</i>	<i>25</i>
<b>LPL'S BROKERAGE SERVICES.....</b>	<b>25</b>
<i>Benefits Received by COORDINATED Financial SERVICES Personnel .....</i>	<i>26</i>
<b>QUALIFIED CUSTODIAN CONSIDERATIONS .....</b>	<b>26</b>
<i>Brokerage for Client Referrals .....</i>	<i>26</i>
<i>Aggregation and Allocation of Transactions .....</i>	<i>26</i>
<i>Trade Errors.....</i>	<i>27</i>
<i>Directed Brokerage.....</i>	<i>27</i>
<b>ITEM 13 - REVIEW OF ACCOUNTS.....</b>	<b>28</b>
<i>Account Reviews and Reviewers – Investment Supervisory Services.....</i>	<i>28</i>
<i>Statements and Reports.....</i>	<i>28</i>
<b>ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION .....</b>	<b>28</b>
<i>BROKERAGE PRACTICES.....</i>	<i>28</i>
<i>LEAD GENERATION &amp; REFERRALS .....</i>	<i>29</i>

<i>LEAD GENERATION</i> .....	29
<i>OTHER PROFESSIONALS</i> .....	29
<b>ITEM 15 – CUSTODY</b> .....	<b>29</b>
<i>STANDING LETTERS OF AUTHORIZATION (“SLOA”)</i> .....	30
<b>ITEM 16 – INVESTMENT DISCRETION</b> .....	<b>30</b>
<b>ITEM 17 – VOTING CLIENT SECURITIES</b> .....	<b>31</b>
<b>ITEM 18 – FINANCIAL INFORMATION</b> .....	<b>31</b>

## ITEM 4 – ADVISORY BUSINESS

---

### ABOUT OUR FIRM

---

This Disclosure document is being offered to you by Coordinated Financial Services, Inc. ("Coordinated Financial Services") about our investment advisory services. It discloses information about our services and how they are available to you ("the Client").

We are an investment management and financial planning firm located in Colorado. We specialize in fee-based financial planning and ongoing portfolio investment management services in our Private Wealth Management. Coordinated Financial Services became a registered investment adviser in 2008 with the state of Colorado and then with the SEC in 2021. Matt Obert CFA®, MBA is the majority owner, and principal, Shawn Rogers, CFP® is a principal owner, and Kyle Hurt, CFP®, MBA is a principal owner.

We are committed to helping Clients build, manage, and preserve their wealth and provide assistance that helps them achieve their stated financial goals. We will offer an initial complimentary meeting at our discretion; however, financial planning and investment advisory services are initiated only after you and Coordinated Financial Services execute an engagement letter or Client agreement.

### INVESTMENT AND WEALTH MANAGEMENT AND SUPERVISION SERVICES

---

We manage advisory accounts on a discretionary or non-discretionary basis. For discretionary accounts, once we have determined a profile and investment plan with a Client, we will execute the day-to-day transactions without seeking prior Client consent. For non-discretionary accounts, we will contact you prior to each transaction. The written profile and investment plan of the Client guides acc. If circumstances warrant, we may accept accounts with certain restrictions, less than full-discretion, or non-discretionary capabilities. We primarily allocate Client assets among various mutual funds, exchange-traded funds ("ETFs"), and individual debt (bonds) and equity securities in accordance with their stated investment objectives.

During personal discussions with Clients, we determine the Client's investment goals, objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we also review a Client's prior investment history, family composition, and background. Based on Client needs, we develop and document a Client's personal profile and then we create and manage the Client's investments based on that profile.

The Client is obligated to notify us immediately if circumstances have changed regarding their goals.

In performing our services, we shall not be required to verify any information received from you or other professionals. If you request, we will recommend you engage the services of other professionals for implementation purposes. You have the right to decide whether to engage the services of any such recommended professional.

Once we have determined the types of investments to be included in your portfolio and allocate them, we will provide ongoing investment review and management services in our Private Wealth Management. This approach requires us to periodically review your portfolio.

If a discretionary relationship is in place, we will rebalance the portfolio as we deem appropriate to meet your financial objectives. We trade these portfolios and rebalance them based on the combination of our market views and your objectives using our investment process. We tailor our advisory services to meet the needs of our Clients and seek to ensure that your portfolio is managed in a manner consistent with those needs and

objectives. You will have the ability to leave standing instructions with us to refrain from investing in certain industries or invest in limited amounts of securities.

If a non-discretionary relationship is in place, calls will be placed presenting the recommendation made, and only upon your authorization will any action be taken on your behalf.

In all cases, you have a direct and beneficial interest in your securities rather than an undivided interest in a pool of securities. We have limited authority to direct the Custodian to deduct our investment advisory fees from your accounts, but only with your appropriate written authorization.

Where appropriate, we provide advice about any legacy position held in Client portfolios. Typically, these are ineligible assets to be custodied at our primary Custodian. Clients will engage us to advise on certain investment products not maintained at their primary custodian, such as variable life insurance, annuity contracts, and assets held in employer-sponsored retirement plans and qualified tuition plans (i.e., 529 plans).

You are advised and expected to understand that our past performance does not guarantee future results. Certain market and economic risks exist that adversely affect an account's performance. This could result in capital losses in your account.

## FINANCIAL PLANNING

---

Financial Planning is a comprehensive evaluation of a Client's current and future financial state by using the Client's current known variables to determine future cash flows, asset flows, and withdrawal plans. Through the financial planning process, all questions, information, and analysis are considered as they impact and are impacted by the entire financial and life situation of the Client. Our specific services in preparing your plan could include:

- **PERSONAL:** We review family records, budgeting, personal liability, estate information, and financial goals.
- **TAX & CASH FLOW:** We analyze the Client's income tax, spending, and planning for past, current, and future years, then illustrate the impact of various investments on the Client's current income tax and future tax liability. However, we do not provide specific tax advice.
- **INVESTMENT:** We analyze investment alternatives and their effects on the Client's portfolio
- **INSURANCE:** We review existing policies to ensure proper coverage for life, health, disability, and long-term care.
- **RETIREMENT:** We analyze current strategies and investment plans.
- **DEATH AND DISABILITY:** We review the Client's cash needs at death, income needs of surviving dependents, estate planning, and disability income.
- **ESTATE:** We can assess a Client's current estate plan and assist the Client in developing a long-term estate plan. Since we are not attorneys, any specific estate plan implementation would be referred to our Client's legal counsel.

A written evaluation of each Client's initial situation or Financial Plan is provided to the Client on an as-needed basis. Coordinated Financial Services will provide an annual review if indicated per Appendix A in the Financial

Planning Agreement. More frequent reviews occur but are not necessarily communicated to the Client unless immediate changes are recommended.

Points to note on financial planning regarding the Client's investment portfolio:

- We do not monitor those investment recommendations on an ongoing basis.
- We do not implement investment recommendations or place trades.
- The Client is responsible for informing Coordinated Financial Services of any changes to the Client's financial situation after the consultation. Additional changes may result in an additional fee if the Client elects to do so.

## **MONEYGUIDE PRO ADVISOR PLATFORM**

---

Our Firm makes available to Clients the "MoneyGuide Pro" platforms to provide periodic comprehensive reporting services that can incorporate all the Client's investment assets, including those investment assets that are not part of the assets managed by our Firm ("Excluded Assets"). The Client and their other advisors that maintain trading authority, and not our Firm, shall be exclusively responsible for the investment performance of the excluded assets.

Unless otherwise expressly agreed to in writing, our Firm's service relative to the excluded assets is limited to reporting only. Therefore, we shall not be responsible for the investment performance of the excluded assets. Instead, the Client and the Client's designated outside investment professional(s) maintain supervision, monitoring, and trading authority for the excluded assets. If our Client prefers, we'll make recommendations as to any excluded assets. The Client has no obligation to accept the recommendation, and we shall not be responsible for any implementation error (timing, trading, etc.) relative to the excluded assets. The Client may engage us under the terms and conditions of a Consulting or Investment Advisory Agreement between our Firm and the Client.

MoneyGuide Pro Platform may also provide access to other types of information, including financial planning concepts, which should not be construed as our Firm's personalized investment advice or recommendations. Without our assistance or oversight, we shall not be held responsible for any adverse results a Client may experience if the Client engages in financial planning or other functions available on the MoneyGuide Pro Platform.

## **LPL FINANCIAL SPONSORED ADVISORY PROGRAMS**

---

We may provide advisory services through specific programs sponsored by LPL Financial LLC ("LPL"), a registered investment advisor and broker-dealer. Below is a brief description of each LPL advisory program available. For more information regarding the LPL programs, including more information on the advisory services and fees that apply, the types of investments available in the programs, and the potential conflicts of interest presented by the programs, please see the program account packet (which includes the account agreement and LPL Form ADV program brochure) and the Form ADV, Part 2A of LPL or the applicable program.

### **MANAGER ACCESS SELECT PROGRAM ("MP")**

---

Manager Access Select offers clients the ability to participate in the Separately Managed Account Platform (the "SMA Platform") or the Model Portfolio Platform (the "MP Platform"). In the SMA Platform, Coordinated will assist the Client in identifying a third-party portfolio manager (SMA Portfolio Manager) from a list of SMA Portfolio Managers made available by LPL, and the SMA Portfolio Manager manages the Client's assets on a discretionary basis. Coordinated will provide initial and ongoing assistance



regarding the SMA Portfolio Manager selection process. In the MP Platform, clients authorize LPL to direct the investment and reinvestment of the assets in their accounts in accordance with the selected model portfolio provided by LPL's Research Department or a third-party investment advisor.

A minimum account value of \$50,000 is required for Manager Access Select; however, in certain instances, the minimum account size may be lower or higher.

#### MODEL WEALTH PORTFOLIOS PROGRAM ("MWP")

---

MWP offers Clients a professionally managed mutual fund asset allocation program. Our Firm will obtain the necessary financial data from the Client, assist the Client in determining the suitability of the MWP program, and assist the Client in setting an appropriate investment objective. We will initiate the steps necessary to open an MWP account and have the discretion to select a model portfolio designed by LPL's Research Department consistent with the Client's stated investment objective. LPL's Research Department or third-party portfolio strategists are responsible for selecting the mutual funds or ETFs within a model portfolio and making changes to the mutual funds or ETFs selected.

The Client will authorize LPL to act on a discretionary basis to purchase and sell mutual funds and ETFs and to liquidate previously purchased securities. The Client will also authorize LPL to effect rebalancing for MWP accounts.

LPL requires a minimum asset value for a program account to be managed. The minimums vary depending on the Portfolio(s) selected and the account's allocation amongst Portfolios. The lowest minimum for a Portfolio is \$10,000. In certain instances, LPL will permit a lower minimum for a Portfolio.

#### OPTIMUM MARKET PORTFOLIOS PROGRAM ("OMP")

---

OMP offers clients the ability to participate in a professionally managed asset allocation program using Optimum Funds shares. Under OMP, the Client will authorize LPL on a discretionary basis to purchase and sell Optimum Funds pursuant to investment objectives chosen by the client. We will assist the client in determining the suitability of OMP and setting an appropriate investment objective. Coordinated will have the discretion to select a mutual fund asset allocation portfolio designed by LPL consistent with the client's investment objective. LPL will have the discretion to purchase and sell Optimum Funds pursuant to the portfolio selected for the client. LPL will also have the authority to rebalance the account.

LPL generally requires a minimum account value of \$1,000, but systematic contributions are required for account sizes below \$10,000. In certain instances, LPL will permit a lower minimum account size. An account will not be invested according to the Portfolio until the minimum has been reached.

#### STRATEGIC WEALTH MANAGEMENT ("SWM II")

---

Our Firm provides ongoing investment advice and management of assets using separately managed accounts with LPL Financial in the Client's custodial Strategic Wealth Management ("SWM II") account held at LPL Financial.

Our IARs provide advice on the purchase and sale of various types of investments, such as mutual funds, exchange-traded funds ("ETFs"), variable annuity subaccounts, real estate investment trusts ("REITs"), equities, fixed-income securities, and individual debt (bonds) and equity securities. Our advice is strategically tailored to guide Clients toward attaining their financial goals and protecting their acquired

wealth. Accounts are reviewed on a regular basis and rebalanced as necessary according to each Client's investment strategy.

## INVESTMENT ADVICE AND ROLLOVER RECOMMENDATION DISCLOSURE

---

We are fiduciaries under the Investment Advisers Act of 1940, and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and the Internal Revenue Code, as applicable, which are laws governing retirement accounts. We must act in your best interest and not put our interests ahead of yours. At the same time, how we make money conflicts with your interests.

A Client or prospect leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options):

- leave the money in the former employer's plan, if permitted;
- roll over the assets to the new employer's plan, if one is available and rollovers are permitted;
- rollover to an Individual Retirement Account ("IRA"); or
- cash out the account value (which could, depending upon the Client's age, result in adverse tax consequences).

We may recommend an investor roll over plan assets to an IRA for which our Firm provides investment advisory services. As a result, our Firm and its representatives may earn an asset-based fee. In contrast, a recommendation that a Client or prospective Client leave their plan assets with their previous employer or roll over the assets to a plan sponsored by a new employer will generally result in no compensation to our Firm. Therefore, we have an economic incentive to encourage a Client to roll plan assets into an IRA that we manage, which presents a conflict of interest. To mitigate the conflict of interest, there are various factors that we will consider before recommending a rollover, including but not limited to:

- the investment options available in the plan versus the investment options available in an IRA;
- fees and expenses in the plan versus the fees and expenses in an IRA;
- the services and responsiveness of the plan's investment professionals versus ours;
- protection of assets from creditors and legal judgments;
- required minimum distributions and age considerations; and
- employer stock tax consequences, if any.

Coordinated Financial's Chief Compliance Officer remains available to address any Client or prospective Client's questions regarding the oversight.

## WRAP FEE PROGRAM

---

Our Firm provides services on a non-wrap and wrap fee basis. Our Firm's wrap fee program is further described in our ADV Part 2A – Appendix 1 - Wrap Fee Program Brochure.

A wrap fee program is generally considered any arrangement under which Clients receive investment advisory services and the execution of Client transactions for a specified fee or fees not based upon transactions in their accounts. Clients who choose to use LPL as their Custodian will be offered the wrap fee program structure that includes, as a single fee, the securities transaction costs for trading in Client accounts along with the investment

advisory fees earned by our firm. Our firm receives a portion of the wrap fee for the services rendered. Our Firm has the option to negotiate with the custodian for a flat basis point or flat fee to cover all of the transaction charges or will pay the standard transaction fees. It is important to remember that Firms can charge a higher overall advisory fee to offset their cost for the transaction charges involved in managing the portfolio.

While traditional Wrap Fee Programs are often rigid, pre-packaged investment programs, our firm customizes its investment strategies individually for its Clients. Before receiving services through the Program, Clients must enter into a written advisory agreement with our firm, setting forth the relevant terms and conditions of the investment advisory relationship (the "Agreement").

Before rendering any preceding advisory services, Clients must enter into one or more written Agreements, setting forth the relevant terms and conditions of the advisory relationship.

## ASSETS

---

As of December 31, 2023, we have \$306,823,973 in assets under discretionary management and \$11,268,851 in assets under non-discretionary management.

## ITEM 5 - FEES AND COMPENSATION

---

### INVESTMENT MANAGEMENT FEES AND COMPENSATION

---

Coordinated Financial Services charges a fee as compensation for providing Investment Management services on your account. Our services include investment management services, trade entry, investment supervision, and other account maintenance activities. Our Custodian charges transaction costs, custodial fees, redemption fees, retirement plans, and administrative fees or commissions. See Additional Fees and Expenses below for additional details.

The fees for investment management are based on an annual percentage of assets under management and are applied to the household asset value on a prorated basis. Our maximum investment advisory fee as a percentage of assets under management is 1.50% and may be negotiable at the sole discretion of Coordinated Financial. For accounts custodied at Schwab, fees will be billed quarterly in arrears based on the month-end account balance for the previous three months of the quarter, totaled, and billed. For accounts custodied at LPL, fees will be billed quarterly in advance based on the quarter-end account balance for the previous quarter. The initial fee will be based on the portfolio's market value on the last business day of the month or quarter for the number of days your account is under management for that quarter. The market value will be determined as reported by the Custodian. Unless otherwise agreed upon and stated in Appendix B of this Agreement, fees are assessed on all assets under management, including securities, cash, and money market balances. When applicable and noted in Appendix B of the Investment Management Agreement, legacy positions will also be excluded from the fee calculation. Our employees and their family-related accounts are charged a reduced fee for our services.

Unless otherwise instructed by the Client, we will aggregate related Client accounts for the purposes of determining the account size and annualized fee. The common practice is often referred to as "house-holding" portfolios for fee purposes and may result in lower fees than if fees were calculated on portfolios separately. Our method of house-holding accounts for fee purposes looks at the family dynamic and relationship. With our

Client's permission, we often will include multi-generational factors such as the account values of adult children and grandchildren as part of the family dynamic pricing.

When applicable and noted in Appendix A of the Investment Management Agreement, legacy positions will also be excluded from the fee calculation. Legacy Clients may be grandfathered into a previous fee schedule.

The independent Qualified Custodian holding your funds and securities will debit your account directly for the advisory fee and pay that fee to us. You will provide written authorization permitting the fees to be paid directly from your account held by the Qualified Custodian. Further, the Qualified Custodian agrees to deliver an account statement to you on a quarterly basis indicating all the amounts deducted from the account, including our advisory fees.

The Client may terminate the Investment Advisory Agreement within five (5) business days of signing the Agreement without penalty or incurring any advisory fees. After the 5 business days, either Coordinated Financial Services or you may terminate the management agreement immediately upon written notice to the other party. The management fee will be prorated to the termination date for the quarter in which the cancellation notice was given, and the earned fee will be billed to your account. Upon termination, you are responsible for monitoring the securities in your account, and we will have no further obligation to act or advise with respect to those assets. In the event of a Client's death or disability, Coordinated Financial Services will continue management of the account until we are notified of the Client's death or disability and given alternative instructions by an authorized party.

## LPL FINANCIAL SPONSORED ADVISORY PROGRAMS

---

As mentioned above, the fees for portfolio management are based on an annual percentage of assets under management or a flat quarterly fee and are applied to the account asset value on a prorated basis and billed quarterly in advance based on the quarter-end account value, considering any withdrawal and contribution flow. Only the initial fee will be in arrears and based upon the date the account is accepted for management by execution of the advisory agreement by Coordinated Financial Services or when the assets are transferred during the initial billing cycle. The market value will be determined as reported by the Custodian. Fees are assessed on all assets under management, including securities, cash, and money market balances. Additional deposits and withdrawals will be added or subtracted from the assets on a prorated basis to adjust the account fee.

- The MWP account fee charged to the Client is negotiable, subject to the maximum annual account fee of 1.25%. Depending on the time of engagement, MWP legacy accounts will be on a different fee schedule than the current Coordinated Financial maximum account fee.
- OMP account fee charged to the Client is negotiable, subject to the maximum annual account fee of 1.50%. Depending on the time of engagement, OMP legacy accounts will be on a different fee schedule than the current Coordinated Financial maximum account fee.
- SWM II account fee charged to the Client is negotiable, subject to the maximum annual account fee of 1.25%.

Legacy accounts may be on a different fee schedule than the sponsored advisor programs listed above.

Coordinated Financial Services and LPL may share the account fee and other fees associated with program accounts. Associated persons of Coordinated Financial Services may also be registered representatives of LPL.

## POTENTIAL CONFLICT OF INTEREST

---

Coordinated Financial receives compensation for a Client's LPL program participation. Depending on, among other things, the type and size of the account, the type of securities held in the account, changes in its value over time, the ability to negotiate fees or commissions, the historical or expected size or number of transactions, and the number and range of supplementary advisory and Client-related services provided to the Client, the amount of this compensation may be more or less than what the Coordinated Financial Services would receive if the Client participated in other programs, whether through LPL or another sponsor or paid separately for investment advice, brokerage, and other services.

Clients should consider the level and complexity of the advisory services to be provided when negotiating the account fee (or the advisor fee portion of the account fee, as applicable) with Coordinated Financial Services. Regarding accounts utilizing third-party portfolio managers under aggregate, all-in-one account fee structures (including MAS and the legacy MWP fee structure), because the portion of the account fee retained by Coordinated Financial Services varies depending on the portfolio strategist fee associated with a portfolio, Coordinated Financial Services has a financial incentive to select one portfolio instead of another portfolio.

Clients should be aware that LPL charges transaction charges in addition to the fee you pay for investment advisory services provided through Coordinated Financial Services. In many instances, LPL makes available mutual funds in a SWM I account that offer various classes of shares, including shares designated as Class A Shares and shares designed for advisory programs, which can be titled, for example, as "Class I," "institutional," "investor," "retail," "service," "administrative" or "platform" share classes ("Platform Shares"). Certain share classes pay LPL compensation for the administrative and recordkeeping services LPL provides to the mutual fund. The Client should understand that another financial services firm may offer the same mutual fund at a lower overall cost to the investor than is available through LPL. Class A Shares typically pay LPL a 12b-1 fee for brokerage-related services to the mutual funds. Platform Shares generally are not subject to 12b-1 fees. Because of the different expenses of the mutual fund share classes, it is generally more expensive for a Client to own Class A Shares than Platform Shares; however, the Class A Shares may appear less expensive due to the difference in the fee charged. An investor in Platform Shares will pay lower fees over time and keep more of his or her investment returns than an investor who holds Class A Shares of the same fund.

LPL has made available a no-transaction-fee (NTF) mutual fund network. This network of funds will make only one share class available for specific fund families. When NTF funds are purchased in the SWM account, no transaction charges are assessed to the Client or advisor. Sponsors of mutual funds in the NTF network pay LPL compensation to participate in the NTF network. Not all share classes or funds within a fund family may be available at NTF. When NTF funds are redeemed, the transaction costs are waived. Please read the prospectus carefully before investing. There are some exceptions where LPL will continue to offer an additional share class at \$26.50, depending on the fund's expense and minimums instituted by the fund company. Clients should know that advisors may be more likely to recommend funds participating in the NTF network. Please ask your IAR for current details. More information and a complete list of mutual fund sponsors participating in the LPL SWM NTF Program can be found by visiting <https://lplfinancial.lpl.com/disclosures.html>

LPL Financial offers a trading platform with select exchange-traded funds ("ETFs") that do not charge transaction fees. The no-transaction-fee ETF trading platform is available to Clients in the LPL Financials Strategic Wealth Management ("SWM") program. Clients will be subject to transaction fees LPL Financial charges for ETFs not included in the LPL Financials platform and for other types of securities. The limited number of ETFs on LPL Financial's no-transaction-fee platform may have higher overall expenses than other types of securities and ETFs not included. Other major custodians have eliminated transaction fees for all ETFs and U.S.-listed equities, so Clients may pay more for investing in the same securities at LPL Financial.

## FINANCIAL PLANNING FEES

---

Our fee for financial planning services is \$250.00 an hour.

Financial Planning fees are billed in full (100% of fees) and in arrears. Coordinated Financial Services will deliver plans within six months of the date of the planning agreement. The Client may cancel within five business days of signing the Investment Advisory Agreement without fee or penalty. If termination occurs thereafter, fees will be prorated to the date of termination, and any earned portion of the fee will be billed to you based on an hourly rate of \$250.00.

A discussion with the Client will take place prior to entering a contract to estimate the approximate total fee for their tailored plan. Any additional services rendered or requested by the Client could result in a higher fee than estimated but shall be disclosed before the additional work occurs.

When both investment management or plan implementation and financial planning services are offered, there is a conflict of interest since we are incentivized to offer financial planning services to recommend products or services for which Coordinated Financial Services receives compensation. However, Coordinated Financial Services will make all recommendations independent of such considerations and based solely on our obligations to consider your objectives and needs. As a financial-planning Client, you have the right not to act upon any of our recommendations and not to effect the transaction(s) through us if you decide to follow the recommendations.

## ADMINISTRATIVE SERVICES PROVIDED BY ADVYZON

---

We have contracted with Advyzon to utilize its technology platforms to support data reconciliation, performance reporting, fee calculation and billing, research, Client database maintenance, quarterly performance evaluations, payable reports, website administration, trading platforms, and other functions related to the administrative tasks of managing Client accounts. Due to this arrangement, Advyzon will have access to Client accounts, but Advyzon will not serve as an investment advisor to our Clients. Coordinated Financial Services and Advyzon are non-affiliated companies. Advyzon charges our Firm an annual fee for each account administered by Advyzon. Please note that the fee charged to the Client will not increase due to the annual fee Coordinated Financial Services pays to Advyzon; the annual fee is paid from the portion of the management fee retained by Coordinated Financial Services.

## ADDITIONAL FEES AND EXPENSES

---

In addition to the advisory fees paid to Coordinated Financial Services, Clients may also incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks, and other financial institutions (collectively "Financial Institutions"). These additional charges may include securities, transaction fees, custodial fees, fees charged by the Independent Managers, charges imposed directly by a mutual fund or ETF in a Client's account, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Coordinated Financial Services' brokerage practices are described at length in Item 12 below. Neither our Firm nor its supervised persons accept compensation for the sale of securities or other investment products. Further, our firm does not share in any of these additional fees and expenses outlined above.

## ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

---

We do not charge advisory fees on a share of the capital appreciation of the funds or securities in a Client account (so-called performance-based fees) nor engage side-by-side management.

## ITEM 7 - TYPES OF CLIENTS

---

We provide investment advice to individuals, high-net-worth individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations, and business entities. Our minimum initial household value is \$250,000; however, we may accept households and accounts for less than the minimum at our sole discretion.

There is no minimum account size for the hourly fee-based financial planning services.

## ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES & RISK OF LOSS

---

### METHODS OF ANALYSIS

---

Coordinated Financial Services' analysis methods include using Morningstar, Standard and Poor's, and analysis tools provided by LPL and Schwab's platform and systems.

### INVESTMENT STRATEGIES

---

Coordinated Financial Services uses tactical asset allocation to grow and protect our Client portfolios. Each Client starts with a comprehensive assessment that determines their risk tolerance, time horizon, appropriate account activity level, and understanding of alternative asset classes. The advisor will then recommend the appropriate asset allocation and strategies for the Client's investment plan in the Investment Policy Statement.

Coordinated Financial Services adheres to the following principles:

- The first and most important step of working with Coordinated Financial Services is determining the correct investment plan. The allocation of money goes towards risk assets (stocks, commodities, options, high-yield bonds) and lower-risk assets (high-grade bonds, treasury bonds, and cash).
- Proper diversification across asset classes and sectors reduces uncertainty and event risk.
- Managing risk in more turbulent economic times may require deviating from the Client-set investment plan. Tactical asset allocation is adapting to these market changes and often requires the advisor to lessen the upside of the Client's plan to decrease the overall risk.
- Our Client portfolios should be as unique as our Client's situation.
- Although there will be common themes and securities across Client accounts, each Client's portfolio is customized to their situation and circumstances.

Coordinated Financial Services uses the following investments in Client portfolios:

- Stocks, bonds, mutual funds, exchange-traded funds, and options.



Not all types of investments or investment strategies are appropriate for Client portfolios. Advisors will work with Clients to determine what strategies best suit their situation and goals. The types of investments and investment strategies will be outlined and agreed to in the Client's Investment Policy Statement.

For performance reporting purposes, we benchmark our Clients to an asset allocation model consistent with their time horizon, goals, and risk tolerance. The approximate standard benchmarks are listed below and may be adjusted to a customized benchmark when appropriate.

- Aggressive Growth – 95% stock, 5% bonds and cash
- Moderate Aggressive Growth – 80% stock, 20% bonds and cash
- Moderate Growth and Income – 60% stock, 40% bonds and cash
- Moderate Conservative Income and Growth – 40% stock, 60% bonds and cash
- Conservative Income and Capital Preservation – 20% stock, 80% bonds and cash

As stated above, we may include mutual funds and exchange-traded funds (“ETFs”) in our investment strategies. Our policy is to purchase institutional share classes of those mutual funds selected for the Client's portfolio. The institutional share class generally has the lowest expense ratio. The expense ratio is the annual fee that all mutual funds or ETFs charge their shareholders. It expresses the percentage of assets deducted each fiscal year for funds expenses, including 12b-1 fees, management fees, administrative fees, operating costs, and all other asset-based costs incurred by the fund. Some fund families offer different classes of the same fund, and one share class may have a lower expense ratio than another share class. These expenses come from Client assets, which could impact the Client's account performance. Mutual fund expense ratios are in addition to our fees; we do not receive any portion of these charges. If an institutional share class is not available for the mutual fund selected, the adviser will purchase the least expensive share class available for the mutual fund. As share classes with lower expense ratios become available, we may use them in the Client's portfolio and/or convert the existing mutual fund position to the lower-cost share class. Clients who transfer mutual funds into their accounts would bear the expense of any contingent or deferred sales loads incurred upon selling the product. If a mutual fund has a frequent trading policy, the policy can limit a Client's transactions in shares of the fund (e.g., for rebalancing, liquidations, deposits, or tax harvesting). All mutual fund expenses and fees are disclosed in the respective mutual fund prospectus.

## RISK OF LOSS

---

Clients must understand that past performance is not indicative of future results. Therefore, current, and prospective Clients should never assume that the future performance of any specific investment or investment strategy will be profitable. Investing in securities involves the risk of loss; additionally, depending on the different types of investments, there will be varying degrees of risk. Clients and prospective Clients should be prepared to bear investment loss, including loss of original principal.

Because of the inherent risk of loss associated with investing, Coordinated Financial Services is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines.

Investors should be aware that accounts are subject to the following risks:

- Market Risk — Even a long-term investment approach cannot guarantee a profit. Economic, political, and issuer-specific events will cause the value of securities to rise or fall. Because the value of investment



portfolios will fluctuate, there is the risk that you will lose money, and your investment may be worth more or less upon liquidation.

- **Foreign Securities and Currency Risk** — Investments in international and emerging-market securities include exposure to currency fluctuations, foreign taxes and regulations, and the potential for illiquid markets and political instability.
- **Capitalization Risk** — Small-cap and mid-cap companies may be hindered due to limited resources or less diverse products or services, and their stocks have historically been more volatile than the stocks of larger, more established companies.
- **Interest Rate Risk** — In a rising rate environment, the value of fixed-income securities generally declines, and the value of equity securities may be adversely affected.
- **Credit Risk** — Credit risk is the risk that the security issuer may be unable to make interest payments and/or repay the principal when due. A downgrade to an issuer's credit rating or a perceived change in an issuer's financial strength may affect a security's value and, thus, impact the fund's performance.
- **Securities Lending Risk** — Securities lending involves the risk that the fund loses money because the borrower fails to return the securities in a timely manner or at all. The fund could also lose money if the value of the collateral provided for loaned securities, or the value of the investments made with the cash collateral, falls. These events could also trigger adverse tax consequences for the fund.
- **Exchange-Traded Funds** — ETFs face market-trading risks, including the potential lack of an active market for shares, losses from trading in the secondary markets, and disruption in the creation/redemption process of the ETF. Any of these factors may lead to the fund's shares trading at either a premium or a discount to its "net asset value."
- **Spot Bitcoin Virtual Currency-Based Risk ("SPBC")** - Our Firm may invest Client accounts in SPBC products. The investment characteristics of SPBC assets generally differ from those of traditional currencies, commodities, or securities. Importantly, SPBC assets are not backed by a central bank, a national, supranational, quasi-national organization, hard assets, human capital, or other forms of credit. Rather, SPBCs are market-based: the value is determined by, and often dramatically fluctuates, according to supply and demand factors, the number of merchants that accept it, or the value that various market participants place on it through their mutual agreement, barter, or transactions. The value of the Client's portfolios relates in part to the value of the SPBC assets held in the Client's portfolio; fluctuations in price could adversely affect the value of the Client's portfolio. The price of SPBC assets achieved by a Client may be affected generally by a wide variety of complex and difficult-to-predict factors such as supply and demand and the risks associated due to bitcoin being primarily a speculative and highly volatile asset that's also used for illicit activity including ransomware, money laundering, sanction evasion, and terrorist financing.
- **Performance of Underlying Managers** — We select the mutual funds and ETFs in the asset allocation portfolios. However, we depend on the manager of such funds to select individual investments in accordance with their stated investment strategy.
- **Alternative Investments** — Investments classified as "alternative investments" may include a broad range of underlying assets including, but not limited to, hedge funds, private equity, venture capital, and registered, publicly traded securities. Alternative investments are speculative, not suitable for all Clients and intended for only experienced and sophisticated investors who are willing to bear the high risk of the investment, which can include: loss of all or a substantial portion of the investment due to leveraging, short-selling, or other speculative investment practices; lack of liquidity in that there may be no secondary market for the fund and none expected to develop; volatility of returns; potential for

restrictions on transferring interest in the fund; potential lack of diversification and resulting higher risk due to concentration of trading authority with a single advisor; absence of information regarding valuations and pricing; potential for delays in tax reporting; less regulation and typically higher fees than other investment options such as mutual funds. The SEC requires investors to be accredited to invest in these more speculative alternative investments. Investing in a fund that concentrates its investments in a few holdings may involve heightened risk and result in greater price volatility.

- **Cyber Security Risk** — In addition to the Material Risks listed above, investing involves various operational and “cybersecurity” risks. These risks include both intentional and unintentional events at our firm or one of its third-party counterparties or service providers that may result in a loss or corruption of data, result in the unauthorized release or other misuse of confidential information, and generally compromise our Firm’s ability to conduct its business. A cybersecurity breach may also result in a third party obtaining unauthorized access to our Client’s information, including social security numbers, home addresses, account numbers, account balances, and account holdings. Our Firm has established business continuity plans and risk management systems designed to reduce the risks associated with cybersecurity breaches. However, there are inherent limitations in these plans and systems, including that certain risks may not have been identified, in large part because different or unknown threats may emerge in the future. As such, there is no guarantee that such efforts will succeed, especially because our Firm does not directly control the cybersecurity systems of our third-party service providers. There is also a risk that cybersecurity breaches may not be detected.

## **ITEM 9 - DISCIPLINARY INFORMATION**

---

Registered investment advisers are required to provide information about all disciplinary information that would be material to the Client's evaluation of our Firm or the integrity of its management. Clients should refer to the Advisor's Form ADV Part 2B Brochure Supplement. If the Client did not receive our Firm's Form ADV Part 2B Brochure Supplement, the Client should contact the Chief Compliance Officer using the information provided on the cover page of this Brochure. Our Chief Compliance Officer is available to address any questions the Client or prospective Client may have regarding the above or any information outlined in this Brochure.

Our Firm has no legal or disciplinary events that are material to the Client or prospective Clients, evaluation of our advisory business, or the integrity of our management services.

## **ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

---

Clients should review our IARs Form ADV Part 2B Brochure Supplement to determine whether the Client’s IAR is engaged in any of the activities described below that may create a conflict of interest. If the Client did not receive the Advisor’s Form ADV Part 2B Brochure Supplement, the Client should contact the Firm’s Chief Compliance Officer using the information on the cover page of this Brochure. The Chief Compliance Officer is available to address any questions a Client or prospective client may have regarding any of the below conflicts of interest or any other information outlined in this Brochure.

### **BROKER-DEALER**

---

Coordinated Financial Services is not a broker/dealer, but some of our Investment Advisor Representatives (“IAR”) are registered representatives and/or Investment Advisor Representatives of LPL Financial, LLC (“LPL”), a full-service broker-dealer, member FINRA/SIPC, which compensates them for effecting securities transactions.

They will earn sales commissions when placing securities transactions through LPL as registered representatives. Because some of the IARs are dually registered representatives, and agents of LPL and Coordinated Financial Services, LPL has certain supervisory and administrative duties pursuant to FINRA Conduct Rule 3280 requirements. LPL and Coordinated Financial Services are not affiliated companies. Some of the IARs of Coordinated Financial Services spend a portion of their time in connection with broker/dealer activities.

As a broker-dealer, LPL engages in a broad range of activities normally associated with securities brokerage firms. Pursuant to the investment advice given by Coordinated Financial Services or its IARs, investments in securities may be recommended for Clients. If LPL is selected as the broker-dealer, LPL and its registered representatives, including some of the IARs of Coordinated Financial Services, may individually receive commissions for executing securities transactions.

You are advised that if LPL is selected as the broker-dealer, the transaction charges may be higher or lower than the charges you may pay if the transactions were executed at other broker/dealers. You should note, however, that you are under no obligation to purchase securities through IARs of Coordinated Financial Services or LPL.

Moreover, you should note that under the rules and regulations of FINRA, LPL has an obligation to maintain certain Client records and perform other functions regarding certain aspects of the investment advisory activities of its registered representatives. These obligations require LPL to coordinate with and have the cooperation of its registered representatives that operate as or are otherwise associated with, investment advisors other than LPL. Accordingly, LPL may limit the use of certain custodial and brokerage arrangements available to Clients of Coordinated Financial Services, and LPL may collect, as paying agent of Coordinated Financial Services, the investment advisory fee remitted to Coordinated Financial Services by the account custodian. LPL may retain a portion of the investment advisory fee you pay as a charge for the functions it performs, and such portion may be further re-allowed to other registered representatives of LPL. The charge will not increase the advisory fee you have agreed to pay Coordinated Financial Services.

Some of the IARs of Coordinated Financial Services, in their capacity as registered representatives of LPL or as agents appointed with various life, disability, or other insurance companies, receive insurance commissions, fee trails, or other compensation from the respective product sponsors and/or as a result of effecting securities transactions for Clients. However, Clients should note that they are under no obligation to purchase any investment products through Coordinated Financial Services representatives.

As a result of the relationship with LPL, LPL Financial may have access to certain confidential information (e.g., financial information, investment objectives, transactions, and holdings) about Coordinated Financial Services' Clients, even if the Client does not establish any account through LPL. Please contact our firm's CCO if you would like a copy of the LPL Financial privacy policy. The contact information for the CCO can be found on the Cover Page of this Brochure.

## INSURANCE COMPANIES

---

In their individual capacities, some of our Firm's IARs are agents for various third-party insurance companies. As such, these individuals may receive separate yet customary commission compensation for implementing product transactions on our advisory Clients' behalf. Clients, however, are not obligated to engage the IARs when considering implementing advisory or insurance recommendations. Implementing any or all recommendations is solely at the Client's discretion.

## ITEM 11 – CODE OF ETHICS PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING

---

Coordinated Financial Services and persons associated with us are allowed to invest for their own accounts or to have a financial investment in the same securities or other investments that we recommend or acquire for your account and may engage in transactions that are the same as or different than transactions recommended to or made for your account. This creates a conflict of interest. We recognize the fiduciary responsibility to act in your best interest and have established policies to mitigate conflicts of interest.

We have developed and implemented a Code of Ethics that sets forth standards of conduct expected of our advisory personnel to mitigate this conflict of interest. The Code of Ethics addresses, among other things, personal trading, gifts, and the prohibition against the use of inside information.

The Code of Ethics is designed to protect our Clients to detect and deter misconduct, educate personnel regarding the firm's expectations and laws governing their conduct, remind personnel that they are in a position of trust and must act with complete propriety at all times, protect the reputation of Coordinated Financial Services, guard against violation of the securities laws, and establish procedures for personnel to follow so that we may determine whether their personnel are complying with the firm's ethical principles.

We have established the following restrictions to ensure our firm's fiduciary responsibilities:

- A director, officer, or employee of Coordinated Financial Services shall not buy or sell any securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. No supervised employee of Coordinated Financial Services shall prefer his or her own interest to that of the advisory Client. Trades for supervised employees are traded alongside Client accounts.
- We maintain a list of all securities holdings of anyone associated with this advisory practice with access to advisory recommendations. These holdings are reviewed on a regular basis by an appropriate officer/individual of Coordinated Financial Services.
- We emphasize the unrestricted right of the Client to decline to implement any advice rendered, except in situations where we are granted discretionary authority over the Client's account.
- We require that all supervised employees act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
- Any supervised employee not in observance of the above may be subject to termination.

### PERSONAL SECURITIES TRADING

---

None of our associated persons may effect for themselves or for accounts in which they hold a beneficial interest any transactions in a security which is being actively recommended to any of our Clients unless in accordance with the Firm's procedures.

You may request a complete copy of our Code by contacting us at the address, telephone, or email on the cover page of this Part 2; Attn: Chief Compliance Officer.

## ITEM 12 - BROKERAGE PRACTICES

---

Coordinated Financial Services utilizes two Qualified Custodians, Charles Schwab & Co. Inc., "Schwab" and LPL Financial Services, LLC.

### SCHWAB'S BROKERAGE SERVICES

---

Our Firm is independently owned and operated and unaffiliated with Schwab. Schwab will hold Client assets in a brokerage account and buy and sell securities when our Firm instructs them.

Clients must decide whether to utilize Charles Schwab & Co., Inc. as their custodian and, if they choose to utilize Schwab, must open accounts with Schwab by entering into account agreements directly with them. Client accounts will always be held in the Client's name and never in our Firm's.

### HOW OUR FIRM SELECTS CUSTODIAN-BROKER

---

Our Firm seeks to recommend a Custodian-Broker who will hold Client assets and execute the transactions on terms that are, overall, most advantageous compared to other available providers and their services. Our Firm considers a wide range of factors, including, among others:

- Combination of transaction execution and asset custody services (generally without a separate fee for custody).
- Capability to execute, clear, and settle trades (buy and sell securities for Client accounts).
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payments, etc.).
- The breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.).
- Availability of investment research and tools that assist us in making investment decisions.
- Quality of services.
- Competitiveness of the price of those services (commission rates, other fees, etc.) and willingness to negotiate the prices.
- Reputation, financial strength, and stability.
- Prior service to our Firm and our other Clients.
- Availability of other products and services that benefit our Firm, as discussed below (see "Products And Services Available To Us From Schwab").

### CLIENT BROKERAGE & CUSTODY COSTS

---

For Clients' accounts, Schwab maintains and generally does not charge separately for custody services. However, Schwab receives compensation by charging ticket charges or other fees on trades it executes or settling into Clients' Schwab accounts. In addition to commissions, Schwab charges a flat dollar amount as a "prime broker" or "trade away" fee for each trade that our Firm has executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into a Client's Schwab account. These fees are in addition to the ticket charges or compensation the Client pays the executing broker-dealer. Because of this, our Firm has Schwab execute most trades for Client accounts to minimize trading costs. Our Firm has determined that having Schwab execute most trades is consistent with our duty to seek the "best execution" of Client trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see How Our Firm Selects Custodian-Broker).

## PRODUCTS AND SERVICES AVAILABLE TO US FROM SCHWAB

---

Schwab Advisor Services™ (formerly called Schwab Institutional®) provides independent investment advisory Firms and Clients with access to its institutional brokerage, trading, custody, reporting, and related services, many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our Clients' accounts; others help us manage and grow our business. Schwab's support services generally are available on an unsolicited basis and at no charge to our Firm. These are typically considered soft dollar benefits because there is an incentive to do business with Schwab. Receiving soft dollar benefits creates a conflict of interest. We have established policies in this regard to mitigate any conflicts of interest. We believe our selection of Schwab as Custodian-Broker is in the Clients' best interests. Our Firm will always act in the best interest of our Clients and act as fiduciary in carrying out services to Clients. The following is a more detailed description of Schwab's support services:

### SERVICES THAT BENEFIT OUR CLIENTS

---

Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client assets. The investment products available through Schwab include some we might not otherwise have access to or would require a significantly higher minimum initial investment by our Clients. Schwab's services described in this paragraph generally benefit our Clients and their accounts.

### SERVICES THAT MAY NOT DIRECTLY BENEFIT OUR CLIENTS

---

Schwab also makes other products and services available that benefit our Firm but may not directly benefit our Clients or their accounts. These products and services assist our Firm in managing and administering our Clients' accounts. They include investment research, both Schwab's own and that of third parties. Our Firm may use this research to service all or a substantial number of our Client's accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provides access to Client account data (such as duplicate trade confirmations and account statements).
- Facilitate trade execution and allocate aggregated trade orders for multiple Client accounts.
- Provide pricing and other market data.
- Facilitate payment of our fees from our Clients' accounts.
- Assist with back-office functions, recordkeeping, and Client reporting.

### SERVICES THAT GENERALLY BENEFIT ONLY US

---

Schwab also offers other services to help our Firm manage and further develop our business enterprise.

These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to our Firm. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide our Firm with other benefits, such as occasional business entertainment for our personnel.

## OUR INTEREST IN SCHWAB'S SERVICES

---

- The availability of these services from Schwab benefits our Firm because we do not have to produce or purchase them. These services are not contingent upon our Firm committing any specific amount of business to Schwab in trading commissions. We believe our selection of Schwab as Custodian and Broker is in our Client's best interests.
- Some of the products, services, and other benefits provided by Schwab benefit our Firm and may not benefit our Client accounts. Our recommendation or requirement that you place assets in Schwab's custody may be based, in part, on the benefits Schwab provides to our Firm or our Agreement to maintain certain Assets Under Management at Schwab and not solely on the nature, cost, or quality of custody and execution services provided by Schwab.
- Our Firm places trades for our Clients' accounts subject to its duty to seek the best execution and other fiduciary duties. Schwab's execution quality may be different from other broker-dealers.
- Our Firm does not routinely recommend, request, or require that the Client direct us to execute the transactions through a specified Custodian. Additionally, our Firm typically does not permit the Client to direct brokerage. We place trades for Client accounts subject to our duty to seek the best execution and other fiduciary duties.
- We will aggregate trades for ourselves or our associated persons with your trades, providing that the following conditions are met:
  - Our policy for the aggregation of transactions shall be fully disclosed separately to our existing Clients (if any) and the broker/dealer(s) through which such transactions will be placed.
  - We will only aggregate transactions if we believe that aggregation is consistent with our duty to seek the best execution (which includes the duty to seek the best price) for the Client and is consistent with the terms of our investment advisory agreement.
  - No advisory Client will be favored over any other Client; each Client that participates in an aggregated order will participate at the average share price for all transactions in a given security on a given business day, with transaction costs based on each Client's participation in the transaction.
  - Our Firm will prepare a written statement ("Allocation Statement") specifying the participating Client accounts and how to allocate the order among those Clients.
  - If the aggregated order is filled in its entirety, it will be allocated among Clients per the allocation statement; if the order is partially filled, the accounts that did not receive the previous trade's positions should be "first in line" to receive the next allocation.
  - Notwithstanding the preceding, the order may be allocated on a basis different from that specified if all Client accounts receive fair and equitable treatment. The reason for the difference in allocation will be documented and reviewed by our Firm's Compliance Officer. Our Firm's books and records will separately reflect, for each Client account, the orders which are aggregated, and the securities held by and bought for that account.
  - Our Firm will not receive additional compensation or remuneration of any kind because of the proposed aggregation; and
  - Individual advice and treatment will be accorded to each advisory Client.

## BROKERAGE FOR CLIENT REFERRALS

---

Our Firm does not receive Client referrals from any Custodian or third party in exchange for using that broker-dealer or third party.

## AGGREGATION & ALLOCATION OF TRANSACTIONS

---

Our Firm may aggregate transactions if it believes that aggregation is consistent with the duty to seek the best execution for its Clients and is consistent with the disclosures made to Clients and terms defined in the Investment Advisory Agreement. No Client will be favored over any other Client. Each account in an aggregated order will participate at the average share price (per Custodian) for all transactions in that security on a given business day.

If we do not receive a complete fill for an aggregated order, we will allocate the order on a pro-rata basis. If we determine that a pro-rata allocation is not appropriate under the particular circumstances, we will base the allocation on other relevant factors, which may include:

- When only a small percentage of the order is executed, with respect to purchase allocations, allocations may be given to accounts high in cash.
- Concerning sale allocations, allocations may be given to accounts low in cash.
- We may allocate shares to the account with the smallest order, to the smallest position, or to an account that is out of line concerning security or sector weightings relative to other portfolios with similar mandates.
- We may allocate one account when that account has limitations in its investment guidelines prohibiting it from purchasing other securities that we expect to produce similar investment results, and other accounts can purchase that in the block.
- If an account reaches an investment guideline limit and cannot participate in an allocation, we may reallocate shares to other accounts. For example, this may be due to unforeseen changes in an account's assets after placing an order.
- If a pro-rata allocation of a potential execution would result in a de minimis allocation in one or more account(s), we may exclude the account(s) from the allocation.
- Our Firm will document the reasons for any deviation from a pro-rata allocation.

In certain cases, client requests or specific needs will trigger an unplanned transaction in a security where an aggregate transaction occurred previously during the day. Under these circumstances, client transactions will be excluded from the block transaction and ultimately receive differing pricing.

## TRADE ERRORS

---

Our Firm has implemented procedures designed to prevent trade errors; however, our Firm cannot always avoid Client trade errors.

Consistent with our Firm's fiduciary duty, it is our Firm's policy to correct trade errors in a manner that is in the Client's best interest. In cases where the Client causes the trade error, the Client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the Client may not be able to receive any gains generated due to the error correction. In all situations where the Client does not cause the trade error, the Client will be made whole, and we would absorb any loss resulting from the trade error if our Firm caused the error. If the Custodian causes the error, the Custodian will cover all trade error costs. If an



investment error results in a gain when correcting the trade, the gain will be donated to charity. Our Firm will never benefit or profit from trade errors.

## **DIRECTED BROKERAGE**

---

Our Firm does not routinely recommend, request, or require that the Client direct us to execute the transaction through a specified broker-dealer. Additionally, our Firm typically does not permit the Client to direct brokerage. Our Firm places trades for Client accounts subject to its duty to seek the best execution and other fiduciary duties.

A retirement or ERISA plan client may direct all or part of portfolio transactions for its account through a specific broker or dealer in order to obtain goods or services on behalf of the plan. Such direction is permitted provided that the goods and services provided are reasonable expenses of the plan incurred in the ordinary course of its business for which it otherwise would be obligated and empowered to pay. ERISA prohibits directed brokerage arrangements when the goods or services purchased are not for the exclusive benefit of the plan. Consequently, we will request that plan sponsors who direct plan brokerage provide us with a letter documenting that this arrangement will be for the exclusive benefit of the plan.

## **LPL'S BROKERAGE SERVICES**

---

Our Firm is independently owned and operated and unaffiliated with LPL Financial. LPL Financial will hold Client assets in a brokerage account and buy and sell securities when our Firm instructs them.

For accounts custodied at LPL Financial, LPL Financial generally is compensated by Clients through commissions, trials, or other transaction-based fees for trades that are executed through LPL Financial or that settle into LPL Financial accounts. For IRA accounts, LPL Financial generally charges account maintenance fees. In addition, LPL Financial also charges Clients miscellaneous fees and charges, such as account transfer fees.

While LPL Financial does not participate in or influence the formulation of the investment advice our Firm provides, certain supervised persons of our Firm are Dually Registered Persons. Dually Registered Persons are restricted by certain FINRA rules and policies from maintaining Client accounts at another custodian or executing Client transactions in such Client accounts through any broker-dealer or custodian that is not approved by LPL Financial. As a result, the use of other trading platforms must be approved not only by our Firm but also by LPL Financial.

Clients should also be aware that for accounts where LPL Financial serves as the custodian, our Firm is limited to offering services and investment vehicles that are approved by LPL Financial and may be prohibited from offering services and investment vehicles that may be available through other broker-dealers and custodians, some of which may be more suitable for the Client's portfolio than the services and investment vehicles offered through LPL Financial.

Clients should understand that not all investment advisers require the Client's custody of their accounts and trade through specific broker-dealers.

Clients should also understand that LPL Financial is responsible under FINRA rules for supervising certain business activities of our Firm and its Dually Registered Persons that are conducted through broker-dealers and custodians other than LPL Financial. LPL Financial charges a fee for its oversight of activities conducted through these other broker-dealers and custodians. This arrangement presents a conflict of interest because our Firm

has a financial incentive to recommend that the Client maintain their account with LPL Financial rather than with another broker-dealer or custodian to avoid incurring the oversight fee.

## **BENEFITS RECEIVED BY COORDINATED FINANCIAL SERVICES PERSONNEL**

---

LPL Financial makes available to our Firm various products and services designed to assist our Firm in managing and administering Client accounts. Many of these products and services may be used to service all or a substantial number of our Firm's accounts, including accounts not held with LPL Financial. These include software and other technology that provide access to Client account data (such as trade confirmation and account statements); facilitate trade execution (and aggregation and allocation of trade orders for multiple Client accounts); provide research, pricing information, and other market data; facilitate payment of our Firm's fees from its Clients' accounts; and assist with back-office functions; recordkeeping and Client reporting.

LPL Financial also makes available our Firm's other services intended to help our Firm manage and further develop its business. Some of these services assist our Firm in better monitoring and service program accounts maintained at LPL Financial. However, many of these services benefit only our Firm, for example, services that assist it in growing its business. These support services or products may be provided without cost, at a discount, or a negotiated rate, and include practice management-related publications; consulting services; attendance at conferences and seminars, meetings, and other educational or social events; marketing support; and other products and services used by our Firm in furtherance of the operation and development of its investment advisory business.

Where a third-party vendor provides such services, LPL Financial will either make a payment to our Firm to cover the cost of such services, reimburse our Firm for the cost associated with the services, or pay the third-party vendor directly on behalf of our Firm.

The products and services described above are provided to our Firm as part of its overall relationship with LPL Financial. While, as a fiduciary, our Firm endeavors to act in its Clients' best interests, the receipt of these benefits creates a conflict of interest because our Firm's requirement that Clients' custody of their assets at LPL Financial is based in part on the benefit to our Firm of the availability of the foregoing products and services and not solely on the nature, cost or quality of custody or brokerage services provided by LPL Financial. Our Firm's receipt of some of these benefits may be based on the amount of advisory assets custodied on the LPL Financial platform.

## **QUALIFIED CUSTODIAN CONSIDERATIONS**

---

We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Schwab or LPL Financial, LLC, we may be unable to manage your account. Even though your account is maintained at Schwab or LPL Financial, and we anticipate that most trades will be executed through Schwab or LPL Financial, we can still use other brokers to execute trades for your account, as described below.

## **BROKERAGE FOR CLIENT REFERRALS**

---

Coordinated Financial Services does not receive Client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

## **AGGREGATION AND ALLOCATION OF TRANSACTIONS**

---

Coordinated Financial Services may aggregate transactions if we believe that aggregation is consistent with the duty to seek the best execution for our Clients and is consistent with the disclosures made to Clients and terms defined in the Client investment advisory agreement. No advisory Client will be favored over any other Client, and each account that participates in an aggregated order will participate at the average share price (per custodian) for all transactions in that security on a given business day.

If we do not receive a complete fill for an aggregated order, we will allocate the order on a pro-rata basis. If we determine that a pro-rata allocation is not appropriate under the circumstances, we will base the allocation on other relevant factors, which may include:

- When only a small percentage of the order is executed, with respect to purchase allocations, allocations may be given to accounts high in cash.
- With respect to sale allocations, allocations may be given to accounts low in cash.
- We may allocate shares to the account with the smallest order, to the smallest position, or to an account that is out of line with respect to security or sector weightings relative to other portfolios with similar mandates.
- We may allocate to one account when that account has limitations in its investment guidelines prohibiting it from purchasing other securities that we expect to produce similar investment results and other accounts can purchase that in the block.
- If an account reaches an investment guideline limit and cannot participate in an allocation, we may reallocate shares to other accounts. For example, this may be due to unforeseen changes in an account's assets after an order is placed.
- If a pro-rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, we may exclude the account(s) from the allocation.
- We will document the reasons for any deviation from a pro-rata allocation.

## TRADE ERRORS

---

We have implemented procedures to prevent trade errors; however, trade errors in Client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the Client. In cases where the Client causes the trade error, the Client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the Client may not be able to receive any gains generated as a result of the error correction. In all situations where the Client does not cause the trade error, the Client will be made whole, and we will absorb any loss resulting from the trade error if the firm caused the error. If the Custodian causes the error, the Custodian will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will be donated to charity. We will never benefit or profit from trade errors.

## DIRECTED BROKERAGE

---

We do not routinely recommend, request, or require that you direct us to execute transactions through a specified broker-dealer. Additionally, we typically do not permit you to direct brokerage. We place trades for your account subject to our duty to seek best execution and other fiduciary duties.

## ITEM 13 - REVIEW OF ACCOUNTS

---

### ACCOUNT REVIEWS AND REVIEWERS – INVESTMENT SUPERVISORY SERVICES

---

Shawn Rogers and Kyle Hurt will monitor Client accounts and perform annual reviews with each Client. All accounts are reviewed for consistency with Client investment strategy, asset allocation, risk tolerance, and performance relative to the appropriate benchmark. More frequent reviews may be triggered by changes in an account holder's personal, tax, or financial status. Geopolitical and macroeconomic-specific events may also trigger reviews.

### STATEMENTS AND REPORTS

---

Reports may be provided at Client meetings. Communication to Clients will be done as needed, with a minimum of one (1) contact per calendar quarter. Clients will also have access to daily portfolio reports through a Client portal.

The custodian for the individual Client's account will also provide the Client with an account statement at least quarterly. You are urged to compare the reports and invoices provided by Coordinated Financial Services against the account statements you receive directly from your account custodian.

Financial Planning and Consulting Clients (i.e., those with no assets under management with us in our advisory program) will receive no regular reports from the Firm.

## ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

---

### BROKERAGE PRACTICES

---

As disclosed under Item 12 Brokerage Practices, we participate in the Custodian's institutional customer programs, and we may recommend a Custodian to our Clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to our Clients. However, we receive economic benefits through our participation in the program that is typically not available to any other independent advisors participating in the program. These benefits include the following products and services (provided without cost or at a discount):

- Receipt of duplicate Client statements and confirmations.
- Research-related products and tools.
- Consulting services.
- Access to a trading desk serving adviser participants.
- Access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts);
- The ability to have advisory fees deducted directly from Client accounts.
- Access to an electronic communications network for Client order entry and account information.
- Access to mutual funds with no transaction fees and certain institutional money Managers.

- Discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third-party vendors.

Custodians may also have paid for business consulting and professional services received by some of our IARs. Some of the products and services made available by Custodians through the program may benefit us but may not benefit your account. These products or services may assist us in managing and administering Client accounts, including accounts not maintained at our recommended Custodian. Other services made available by the Custodian are intended to help us manage and further develop our business enterprise. The benefits our Firm or our IARs receive through participation in the program do not depend on the amount of brokerage transactions directed to the Custodian. Due to these arrangements, our Client does not pay more for assets maintained at Schwab. As part of our fiduciary duties to Clients, we always endeavor to put our Client's interests first. Clients should be aware, however, that receiving economic benefits from our Firm or our IARs in and of itself creates a conflict of interest because the cost of these services would otherwise be borne directly by us. These arrangements could indirectly influence our choice of Custodian for custody and brokerage services. Clients should consider these conflicts of interest when selecting a Custodian. The products and services provided by the Custodian, how they benefit us, and the related conflicts of interest are described above.

---

## LEAD GENERATION & REFERRALS

Effective November 4, 2022, our Firm adopted Rule 206(4)-1 under the Advisers Act, known as the new “Marketing Rule.” All Client solicitation activity will comply with the provisions of the new Marketing Rule.

---

## LEAD GENERATION

Our Firm pays for lead generation services through other third parties. We subscribe to Smart Advisor, a lead-generation service for Registered Investment Advisors and other financial professionals. In exchange for these services, we pay monthly fee. Lead generation firms provide an online search tool to the public that allows prospective clients to search for individual advisors within a selected state or region. These passive websites may enable prospective clients to contact an advisor via electronic mail, telephone, or other contact information. Clients who find our Firm this way do not pay more for their services than Clients referred in any other fashion. There is no direct solicitation of Clients for the IAR by the lead generation service.

---

## OTHER PROFESSIONALS

Our Firm may refer business to estate planning attorneys, accountants, insurance brokers, and other professionals. However, we do not receive monetary or other material compensation for referring Clients to such professionals. We also do not pay any person or firm commissions or other items of material value for referring Clients to us. If we receive or offer an introduction to a Client, we do not pay or earn a referral fee, nor are there established quid pro quo arrangements. Each Client can accept or deny such referral or subsequent services.

---

## ITEM 15 – CUSTODY

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over Client funds and/or securities. In other words, custody is not limited to physically holding Client funds and securities. If an investment advisor has the ability to access or control Client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented.

For accounts in which Coordinated Financial Services is deemed to have custody, the firm has established procedures to ensure all Client funds and securities are held at a Qualified Custodian in a separate account for each Client under that Client's name. Clients or an independent representative of the Client will direct, in writing, the establishment of all accounts and therefore are aware of the Qualified Custodian's name, address, and the manner in which the funds or securities are maintained.

## STANDING LETTERS OF AUTHORIZATION ("SLOA")

---

Coordinated Financial Services is deemed to have custody of Client's funds or securities whenever Coordinated Financial Services is given the authority to have fees deducted directly from Client accounts or when Clients have standing authorizations with their custodian to move money from a Client's account to a third-party ("SLOA") and, under that SLOA, it authorizes us to designate the amount or timing of transfers with the custodian. The SEC has set standards to protect Client assets in such situations, which we follow. We do not have a beneficial interest on any accounts we are deemed to have custody of where SLOAs are on file. In addition, account statements reflecting all activity on the account(s) are delivered directly from the Qualified Custodian to each Client or the Client's independent representative, at least quarterly. You should carefully review those statements and are urged to compare the statements against reports received from us. When you have questions about your account statements, contact us, your Advisor, or the Qualified Custodian preparing the statement.

When fees are deducted from an account, Coordinated Financial Services is responsible for calculating the fee and delivering instructions to the custodian.

Please refer to Item 5 for more information about the deduction of advisor fees.

## ITEM 16 – INVESTMENT DISCRETION

---

For discretionary accounts, prior to engaging Coordinated Financial Services to provide investment advisory services, you will enter a written Agreement with us granting the firm the authority to supervise and direct, on an ongoing basis, investments in accordance with the Client's investment objective and guidelines. In addition, you will need to execute additional documents required by the Custodian to authorize and enable Coordinated Financial Services, in its sole discretion, without prior consultation with or ratification by you, to purchase, sell, or exchange securities in and for your accounts. We are authorized, at our discretion and without prior consultation with you to: (1) buy, sell, exchange, and trade any investment company registered under the Investment Company Act of 1940 and (2) determine the amount of securities to be bought or sold and (3) place orders with the custodian. You will communicate any limitations to such authority to us in writing.

The limitations on investment and brokerage discretion held by Coordinated Financial Services for you are:

- For discretionary accounts, we require that we be given the authority to determine which securities and the amounts to be bought or sold.
- Any limitations on this discretionary authority shall be in writing as indicated in the investment advisory Agreement, Appendix B. You may change or amend these limitations as required.

Research products and services received by us from Custodian will be used to provide services to all our Clients.

For non-discretionary accounts, we will discuss all transactions with you prior to execution, or you will be required to make the trades if in an employer-sponsored account.

## ITEM 17 – VOTING CLIENT SECURITIES

---

We will not vote proxies on your behalf. You are welcome to vote proxies or designate an independent third party at your own discretion. You designate proxy voting authority in the custodial account documents. You must ensure that proxy materials are sent directly to you or your assigned third party. We do not act with respect to any securities or other investments that become the subject of any legal proceedings, including bankruptcies. Clients can contact our office with questions about a particular solicitation by phone at (303) 770-5401.

Our Firm does not advise or instruct Clients on whether to participate as a member of class action lawsuits and will not automatically file claims on the Client's behalf. However, if a Client notifies us that they wish to participate in a class action, we will provide the Client with assistance and transaction information about the Client's account that is required to file a proof of claim in a class action.

## ITEM 18 – FINANCIAL INFORMATION

---

We do not require or solicit prepayment of more than \$1,200 in fees per Client six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are not subject to a financial condition reasonably likely to impair our ability to meet Client contractual commitments. Finally, we have never been the subject of a bankruptcy petition.

PRIVACY POLICY NOTICE

FACTS

WHAT DOES COORDINATED FINANCIAL SERVICES, INC.  
DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect, and share depend on the product or service you have with us. This information can include, but is not limited to:

- Social Security number and income;
- Assets and transaction history; and
- Investment experience and risk tolerance.

When you are *no longer* our Client, we continue to share your information as described in this notice.

How?

All financial companies need to share Clients’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their Clients’ personal information; the reasons Coordinated Financial Services, Inc. chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Coordinated Financial Services, Inc.	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as processing your transactions, maintaining your account(s), responding to court orders and legal investigations, or reporting to credit bureaus	YES	NO
<b>For our marketing purposes</b> – to offer our products and services to you	YES	YES
For joint marketing with other financial companies	NO	We do not share
For our affiliates’ everyday business purposes– information about your transactions and experiences	NO	We do not share



For our affiliates' everyday business purposes— information about your creditworthiness	NO	We do not share
For our affiliates to market to you	NO	We do not share
For non-affiliates to market to you	NO	We do not share

To limit our sharing:	<p><b>Please note:</b> If you are a new Client, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our Client, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing. By executing an Investment Advisory Agreement with Coordinated Financial Services, Inc., the Client agrees to “opt-in” to this privacy policy.</p>
-----------------------	---

Questions?	Call: (303) 770-5401
------------	----------------------

Who we are	
Who is providing this notice?	COORDINATED FINANCIAL SERVICES, INC.

What we do	
How does Coordinated Financial Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we restrict access to your nonpublic personal information to those employees who need to know that information to service your account. We also maintain physical, electronic and procedural safeguards that comply with applicable federal or state standards to protect your nonpublic personal information.
How does Coordinated Financial Services, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or give us contact information;</li> <li>• enter into an investment adviser contract or give us your income information;</li> <li>• tell us about your investment or retirement portfolio.</li> </ul> <p>We also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness;</li> <li>• affiliates from using your information to market to you;</li> <li>• sharing for non-affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Non-Affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to <b>you</b> .

Other important information	
Coordinated Financial Services may share information with broker-dealer firms having regulatory requirements to supervise certain of Coordinated Financial Services' activities. By signing and executing Coordinated Financials Investment Management Agreement, you agree to opt into this privacy policy.	