

Item 1 - Cover Page

A & I Financial Services, LLC

Doing Business As

A & I Wealth Management

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Date of Brochure: March 9, 2024

This brochure provides information about the qualifications and business practices of A & I Financial Services LLC dba A & I Wealth Management. If you have any questions about the contents of this brochure, please contact us at (303) 690-5070. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about A & I Wealth Management is also available on the Internet at www.adviserinfo.sec.gov. You can view information on this website by searching for A & I Wealth Management's name or by using its CRD number: 148357.

*Registration as an investment advisor does not imply a certain level of skill or training.

Item 2 – Material Changes

The firm will ensure that clients receive a summary of any material changes to this and subsequent Disclosure Brochures within 120 days after the firm's fiscal year end—December 31. This means clients will receive the summary of material changes no later than April 30 each year. At that time, A & I Wealth Management will also offer a copy of its most current Disclosure Brochure and may also provide other ongoing disclosure information about material changes as necessary.

On March 9, 2024, we submitted our annual updating amendment filing for fiscal year 2023. We have updated Item 4 of our Form ADV Part 2A Brochure to disclose discretionary assets under management of approximately \$369,416,647, and non-discretionary assets under management of approximately \$42,679,215.

Clients and prospective clients can receive the most current Disclosure Brochure for A & I Wealth Management at any time by contacting Sharon Gaspar at (303) 690-5070.

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Item 4 – Advisory Business

General Description of Primary Advisory Services

A & I Financial Services, LLC, doing business as A & I Wealth Management (“A & I Wealth Management” or “we”) is a registered investment adviser based in Lone Tree, CO. We are organized as a limited liability company under the laws of the State of Colorado. We have been providing investment advisory services since 2009. In 2018, A & I Financial Services LLC ownership structure changed from being owned directly by Karl F. Frank and Stacey K. Frank to full ownership by A & I Holdings, LLC. Karl F. Frank and Stacey K. Frank are our principal owners. Currently, we offer the following investment advisory services, which are personalized to each individual client:

- Asset Management Services
- Use of Third Party Money Managers
- Financial Planning Services (Plans and Consultations)
- Retirement Plan Services

Asset Management Services

We offer investment supervisory services defined as giving continuous investment advice to you (or making investments for you) based on your individual needs, goals and objectives. Through this service, we offer a customized investment program providing you with advice regarding allocation among various asset classes, ongoing assistance with evaluation and selection of investments, and adjustment and balancing of portfolios. We meet with you to conduct a detailed financial analysis and assess your financial situation, financial goals and risk tolerance. Based on this analysis, we select portfolio strategist and investment managers. The portfolio strategist and investment managers may be representatives associated with us, they may be sub-advisors who provide model portfolio recommendations, or they may be registered with outside money managers with whom we have relationships. We manage multiple model portfolios that utilize different asset mixes and trading strategies. A client account may participate in several model portfolios or a single model portfolio. We continuously monitor and review each model portfolio and implement block trades when we determine that investment changes are required.

Use of Third Party Money Managers

As part of our overall asset management strategy, we may also recommend third party money managers or programs to manage all or a portion of your account. All third party money managers recommended by our firm must either be registered as investment advisers or exempt from registration requirements. We will periodically monitor the third party investment advisor’s performance to ensure its management and investment style remains aligned with your investment goals and objectives.

After gathering information about your financial situation and objectives, we will recommend that you engage a specific third-party money manager or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the money manager’s performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives.

Where we are appointed as your agent to buy and sell securities or other investments for your account on a discretionary basis, you delegate to A & I Wealth Management the authority to retain one or more third party investment advisor(s) to provide all, or a portion, of the discretionary management services with respect to your account. We shall have the discretion to hire and fire any third party investment advisor. To the extent you participate in a specific program offered by A& I Wealth Management that is provided through a third party investment advisor or platform, the investments that are available to you through that program may be limited to certain types of securities. You may not be able to impose investment

restrictions with respect to the securities and other assets that are purchased for, or held in, the account by such third party investment advisor(s).

We may also act as solicitor and refer you to unaffiliated third-party investment advisors offering asset management and other investment advisory services. We perform due diligence in selecting the third-party money managers. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations.

In some cases, you may be required to sign an agreement directly with the third party investment advisor(s). In which case, you may terminate your advisory relationship with the third investment advisor(s) according to the terms of your agreement with the third party investment advisor(s). You should review each third party investment advisor's brochure for specific information on how you may terminate your advisory relationship with the third party investment advisor and how you may receive a refund, if applicable. You should contact the third party investment adviser directly for questions regarding your agreement with the third party investment adviser. Our representatives are available to answer questions regarding your account. Our representatives also act as the communication conduit between you and the third-party investment advisors.

Third party managed programs generally have account minimum requirements and these minimum requirements vary from investment advisor to investment advisor. Account minimums are generally higher on fixed income accounts than equity-based accounts. A complete description of the third-party investment advisor's services, fee schedules and account minimums are disclosed in the third-party investment advisor's Disclosure Brochure that is provided to clients at the time an agreement for services is executed and an account established. The type and frequency of reports provided to clients will also depend upon the third-party investment advisor selected.

Third-party investment advisors may take discretionary authority to determine the securities to be purchased and sold for the client. In some instances, we may be considered a sub-advisor because we are responsible for the initial and on-going suitability review and are also responsible for maintaining your current information. The third-party investment advisor may also use other sub-advisors in providing management and other advisory services to your accounts.

Recommendation of Variable Annuities

We offer discretionary asset management of variable annuity portfolios through Nationwide Advisory Solutions. The Nationwide platform gives us access to a large range of investment strategies and securities. Investments are determined by the investment adviser representative managing the account and in accordance with the client's investment objectives. Variable annuities managed through the Nationwide Advisory Solutions platform are fee based and do not incur commission charges. For its services as custodian, Nationwide Advisory Solutions charges a flat monthly insurance charge of \$20 without regard to the size of account. Specifics regarding the annuities are found in the annuities' prospectuses and application documents.

Financial Planning Services (Plans and Consultations)

A & I Wealth Management offers financial planning services that focus on your specific needs and concerns. The services may be comprehensive in nature (focusing on your overall financial situation, risk, goals, and objectives) or they may be modular in nature (focusing on specific areas of concern that you have.) Financial planning services may include giving advice on investment and non-investment related matters. For example, we also conduct business exit strategy planning on a stand-alone basis.

Additionally, we offer consulting services in regard to your specific needs and concerns and this can include both investment and non-investment matters. Consultations can also include specialized business exit planning services. Consultation services can be contracted on a case-by-case basis (limited) or on an on-going basis. You have sole discretion whether or not to implement any

recommendation from us. It is your responsibility to notify us if there are any changes in your financial situation or investment objectives that could affect the advice provided by us.

We collect a variety of information from you that is necessary to perform the requested services. We gather the information to review your current financial condition, assist you in determining your attitude toward risk and identify your financial goals, objectives and challenges. Financial data that we gather and review may include statements and account data from banks, broker/dealers and mutual funds, as well as tax returns and insurance policies. Depending on the level and scope of the financial planning engagement, we may also review wills and trusts. We rely on the information provided by you. Therefore, it is important the information you provide is complete and accurate. Neither we nor our investment advisor representatives (“representatives”) are responsible for verifying the information you provide. In addition, if authorized by you, we will gather information or documentation from your other professionals and are expressly authorized to rely on the information provided. We urge you to work closely with your attorney, accountant or other professionals regarding your financial and personal situation.

We meet with you to discuss our recommendations and outline steps you must take to implement those recommendations. Although financial planning services are provided with the intention that you will implement the recommendations contained in the plan, you are not obligated to do so. You retain discretion over implementing decisions relating to financial planning services and are free to accept or reject any recommendation from us. It is your responsibility to notify us of any changes in your financial situation or investment objectives. You should notify us of any changes so that we can work with you to determine if the changes will affect the advice provided by us. Together, we will determine if you wish to engage us to review, evaluate and revise previous recommendations.

Retirement Plan Services

A & I Wealth Management offers retirement plan services to retirement plan sponsors and to individual participants in retirement plans. Our services can include, but are not limited to, the following:

- ***Preparation of Investment Policy Statement.*** An Investment Policy Statement (“IPS”) is a document drafted for the purpose of determining an investment philosophy for the retirement plan investment program which may exceed the tenure of the various individuals charged with managing it. The IAR assists The Plan in the preparation and implementation of a suitable IPS.
- ***Non-Discretionary Investment Advice.*** Advisor provides non-discretionary investment advice regarding assets classes and investment options, consistent with the plan’s investment policy statement.
- ***Default Investment Alternative Advice.*** We provide non-discretionary investment advice to assist with development of qualified default investment alternative(s) (“QDIA”), as defined in DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the plan or who otherwise fail to make an investment election. The Plan Sponsor retains the sole responsibility to provide all notices to participants required under ERISA Section 404(c)(5).
- ***Investment Recommendations.*** IAR recommends, for selection by the Plan, an array of investments to be offered under the Plan consistent with the policies outlined in the IPS.
- ***Investment Monitoring.*** IAR monitors the plan investments and determine their suitability pursuant to the criteria set forth in the IPS. When appropriate, IAR will recommend, for selection by the Plan, suitable replacement investments.
- ***Performance Reports.*** IAR prepares and presents reports evaluating the performance of plan investments pursuant to the criteria set forth in the IPS.

- **Participant Enrollment and Education.** IAR conducts retirement plan investment education seminars and individual (one-on-one) meetings with participants for the purpose of providing them with the opportunity to take full advantage of the benefits provided by the retirement plan.

A & I Wealth Management acknowledges that in performing the services it is acting as a limited scope “fiduciary” as defined under Section 3(21)(A)(ii) of the *Employee Retirement Income Security Act of 1974* (“ERISA”) for purposes of providing non-discretionary investment advice only. A & I Wealth Management acts in a manner consistent with the requirements of a fiduciary under ERISA if, based upon the facts and circumstances, such services cause A & I Wealth Management to be a fiduciary as a matter of law. However, in providing the fiduciary consulting services, A & I Wealth Management (a) has no responsibility and does not (i) exercise any discretionary authority or discretionary control respecting management of the client’s retirement plan, (ii) exercise any authority or control respecting management or disposition of assets of the client’s retirement plan or (iii) have any discretionary authority or discretionary responsibility in the administration of the client’s retirement plan or the interpretation of retirement plan documents, (b) is not an “investment manager” as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets and (c) is not the “Administrator” of the retirement plan as defined in ERISA.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interests ahead of yours.

All recommendations are submitted to the client for ultimate approval or rejection. It is the client’s responsibility to evaluate the Advisor’s recommendations and make changes to the plan itself.

Limits Advice to Certain Types of Investments

We offer advice on equity securities, corporate, municipal and government debt securities, certificates of deposit, investment company securities, options contracts on securities and interest in partnerships investing in real estate, oil and gas interests, and others.

We also advise on certain investment products such as variable life insurance and annuity contracts, and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). In these situations, we direct or recommend the allocation of Client assets among the various investment options available with the product. Client assets are generally maintained at either the insurance company or the custodian designated by the product’s provider.

Additionally, we may advise you on types of investments that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

Tailor Advisor Services to Individual Needs of Clients

We provide services based on your specific needs. You are given the ability to impose restrictions on your accounts, including specific investment selections and sectors. However, we will not enter into an investment advisor relationship with a client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Wrap-Fee Program versus Portfolio Management Program

In traditional management programs, advisory services are provided for a fee but transaction services are billed separately on a per-transaction basis. In wrap-fee programs, advisory services and transaction services are provided for one fee. We do not act as a portfolio manager of or sponsor wrap fee programs.

Client Assets Managed by Advisor

As of December 31, 2023, we manage \$369,416,647 in client assets on a discretionary basis, and non-discretionary assets under management of approximately \$42,679,215.

Item 5 – Fees and Compensation

Asset Management Services

If you decide to engage A & I Wealth Management for asset management services, we will charge an annual fee based upon a percentage of the market value of the assets being managed. Our fee for asset management services is set forth in the following fee schedule:

<u>Assets Under Management</u>	<u>Annual Fee</u>
Under \$100,000	1.50%
\$100,000 to \$250,000	1.25%
\$250,001 to \$2,000,000	1.00%
\$2,000,001 to \$5,000,000	0.90%
\$5,000,001 to \$10,000,000	0.80%
\$10,000,001 to \$15,000,000	0.65%
\$15,000,001 to \$20,000,000	0.50%
\$20,000,001 to \$25,000,000	0.40%
\$25,000,001 to \$30,000,000	0.35%
\$30,000,001 to \$999,999,999	0.30%

Fees are typically billed monthly in arrears and are typically calculated based on the average daily account balance. The initial fee charge begins the first day the account is funded. Certain third-party money managers charge fees in arrears or in advance. Fees are prorated based on the number of days that services are provided. The above fee schedule is negotiable based on the amount of assets under management, the complexity of your financial situation, the complexity of the assets maintained in the account, and other relationships we have with you. The exact fee charged is disclosed to you in the asset management agreement signed by you prior to receiving services. Certain assets maintained in the account may be exempted from management fees. For example, if we have recommended the purchase of a commissionable security or insurance product and our representatives implement the recommendation and earn a commission in their separate capacities as registered representatives, we do not charge a management fee on such assets until they have been held for 24 months. In these instances, if the assets are or will be considered managed assets, we may begin earning fees in the 25th month after the date of purchase.

At our discretion, we may combine the account values for accounts held at our primary custodian for individuals or family members in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above. Accounts that are grouped by household for fee determination do not include the value of commissionable products, such as life insurance policies, annuities, and/or brokerage products.

We assist you in establishing a managed account(s) through a qualified custodian. Typically, we require a minimum account size of \$10,000 to establish and maintain a managed account. Exceptions may be granted to this account minimum at our discretion. We may grant exceptions based on accounts held by members of the same household, anticipated future deposits, history with the client, and other reasons. Certain programs offered by us require that you use a particular custodian to maintain the managed account. If you wish to contract with us for asset management services, you are required to use only those broker/dealers and custodians approved by us. Additionally, our representatives are also registered representatives with Geneos Wealth Management, Inc. (Geneos), a dually registered investment advisor and broker/dealer. Due to our representatives' relationship with Geneos, we are limited to using Geneos as a broker/dealer or any custodian or broker/dealer that Geneos has approved for advisory activities.

Negotiability of Fees

We allow investment advisor representatives servicing the account to negotiate the exact investment management fees within the range disclosed in our Form ADV Part 2A Brochure with management approval. As a result, the Associated Person servicing your account may charge more or less for the same service than another Associated Person of our firm. Further, our annual investment management fee may be higher than that charged by other investment advisors offering similar services/programs.

Billing on Cash Positions

The firm treats cash and cash equivalents as an asset class. Accordingly, all cash and cash equivalent positions (e.g., money market funds, etc.) are included as part of assets under management for purposes of calculating the firm's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), the firm may maintain cash and/or cash equivalent positions for defensive, liquidity, or other purposes. While assets are maintained in cash or cash equivalents, such amounts could miss market advances and, depending upon current yields, at any point in time, the firm's advisory fee could exceed the interest paid by the client's cash or cash equivalent positions.

Periods of Portfolio Inactivity

The firm has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, the firm will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including but not limited to investment performance, style drift, account additions/withdrawals, the client's financial circumstances, and changes in the client's investment objectives. Based upon these and other factors, there may be extended periods of time when the firm determines that changes to a client's portfolio are neither necessary nor prudent. Notwithstanding, the firm's annual investment advisory fee will continue to apply during these periods, and there can be no assurance that investment decisions made by the firm will be profitable or equal any specific performance level(s).

You must provide written authorization to have fees deducted from your managed account. Geneos may serve as the paying agent for us and may retain a portion of the advisory fee for administrative, support, and other services it provides to us.

Either of us may terminate the asset management client agreement at any time by providing written notice to the appropriate party. If services are terminated within five business days of executing the agreement, services are terminated without penalty and no fees are due. If services are terminated after the initial five-day period, termination takes effect thirty days after such written notice is delivered or at a later date if so stated in the notice of termination. The final fee is prorated based on the number of days that services are provided prior to the effective date of the termination. You are responsible for paying fees for services rendered until the effective date of termination.

Use of Third Party Money Managers

Fees are charged as previously discussed under **Asset Management Services**, above. The third-party investment advisor and/or the platform service provider automatically deducts the fees from the account. The actual fee charged to you varies depending on the third-party investment advisor selected. The fee will range from 0.35% to 2.75% annually of your total account value. The maximum advisory fee paid to us is 1.50%. Any fees paid to sub-advisors are included in the total charge paid by you. Fees are calculated and collected by the selected third-party investment advisor. Fees are paid either through the platform service provider or to Geneos as our paying agent, and Geneos then pays the fee to us. Geneos may also receive a portion of the fee for administrative, support, and other services it provides to us.

Advisory services provided in such a manner may have fees higher or lower than if you obtained similar services separately. Therefore, we have a conflict of interest since third party investment advisor arrangements provide a financial incentive to recommend third party investment advisors with whom we have more favorable compensation arrangements. Nevertheless, we mitigate this conflict since we are a fiduciary and are obligated to act in your best interests. We also have policies and procedures in place that require us to perform due diligence on third party investment advisors to ensure that we make every effort to recommend a third party investment advisor that is appropriate for you based on the facts and circumstances you disclose to us including, but not limited to, your risk tolerance, financial objectives, and financial circumstances.

You may also incur additional charges imposed by third parties in connection with investments made through the account. The third-party money manager may participate in these fees. You should review the investment prospectuses and/or disclosure brochures for all fees and expenses. Additional charges may include but are not limited to, mutual fund sales loads, 12b-1 fees and surrender charges and IRA and qualified retirement plan fees. We do not receive any portion of such commissions or fees. We are only compensated by the fees described above, and do not receive any other compensation in connection with your account. When we negotiate lower fees and expenses charged by third parties, all negotiated improvements are for your benefit.

Any third-party investment advisors recommended by us must be registered or exempt from registration in the state where you reside. You are advised that our representatives may have a conflict of interest by only offering those third-party investment advisors that have agreed to pay a portion of their advisory fee to us. You should know that there may be other third party managed programs that may be suitable to you and that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered. Investments involve risk, including the possible loss of principal.

You can terminate these services without penalty by providing notice within five business days of signing the Agreement. Termination is effective 30 days after the written notice is delivered, or such later date as the parties may state in the notice. Our representatives will continue any work in progress but will not begin any new services during the 30-day period. You are responsible for fees until the effective date of termination.

Recommendation of Variable Annuities

We charge an annualized portfolio management fee of assets under management in variable annuity products in accordance with the portfolio management fee schedule listed above. The fees are negotiable and are billed monthly in arrears based on the average daily account balance. If the advisory agreement is executed at any time other than the first day of a billing cycle, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the billing cycle for which you are a client.

We will deduct our fee directly from a designated investment account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given us written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will

deliver an account statement to you at least quarterly. The account statements will show all disbursements from your account. You should review all statements for accuracy.

The portfolio management agreement between you and A & I Wealth Management will continue in effect until either party terminates the investment management agreement in accordance with the terms of the investment management agreement. A & I Wealth Management's annual fee will be pro-rated through the date of termination. Refunds are not applicable since fees are payable in arrears.

For its services as custodian, Nationwide Advisory Solutions charges a flat monthly insurance charge of \$20. It does not charge an upfront sales charge, surrender charges, commission paid on sale, or mortality costs. All custodial charges will be deducted from investment account, as applicable, and retained by the custodian.

Financial Planning Services

Financial planning fees generally range from \$500 to \$25,000 and are negotiable based on the scope of the services provided and the anticipated time to complete the services, your financial situation, expectations and goals, and our relationship with you. A retainer of 50% of the quoted fee is due at the time you sign the client agreement with the remainder due upon presentation of the plan, unless both parties agree to a different payment schedule. We provide a quote for services before beginning any work.

Financial planning services terminate upon presentation of the plan. Either of us can terminate the client agreement at any time by providing written notice to the other party. Termination is effective upon receipt of the notice. If services are terminated within five business days of executing a client agreement, services are terminated without penalty. You are responsible for paying fees for the services completed prior to notice of termination. The fee is calculated as a percentage of work completed on the requested plan prior to the effective date of termination. We provide you with a billing statement that details the prorated fee and any refund due to you or additional fees due from you.

Consultations (Limited and Ongoing)

Fees for limited consulting services generally range from \$500-\$25,000 and are negotiable based on the scope of the services provided and the anticipated time to complete the services, your financial situation, expectations and goals and our relationship with you. A retainer of 50% of the quoted fee is due at the time you sign the client agreement with the remainder due upon presentation of the plan, unless both parties agree to a different payment schedule.

Fees for on-going consultation services are charged at the end of each quarter at a rate of up to \$2,500 per quarter. Fees are negotiable based on the scope of the services provided and the anticipated time to complete the services, your financial situation, expectations and goals and our relationship with you. If you enter into a client agreement at any time other than the beginning of a quarter, we charge you an initial fee prorated based on the number of days that services are provided during the quarter.

Both limited and on-going consultation services terminate upon completion of the requested services. Either of us can terminate services at any time by providing written notice to the other party. Termination is effective upon receipt of the notice. If services are terminated within five business days of executing the client agreement, services are terminated without penalty. You are responsible for paying fees for the services completed prior to notice of termination. For limited consultations, the prorated fee is calculated based on the percentage of requested consultations completed. For on-going consultations, the prorated fee is based on the number of days services were provided prior to receipt of the termination notice. We provide you with a billing statement that details the prorated fee due from you.

IRA Rollover Considerations

As a normal extension of financial advice, we provide education or recommendations related to the rollover of an employer-sponsored retirement plan. A plan participant leaving employment has several options. Each choice offers advantages and disadvantages, depending on desired investment options and services, fees and expenses, withdrawal options, required minimum distributions, tax treatment, and the investor's unique financial needs and retirement plans. The complexity of these choices may lead an investor to seek assistance from us.

An Associated Person who recommends an investor roll over plan assets into an Individual Retirement Account ("IRA") may earn an asset-based fee as a result, but no compensation if assets are retained in the plan. Thus, we have an economic incentive to encourage an investor to roll plan assets into an IRA. In most cases, fees and expenses will increase to the investor as a result because the above-described fees will apply to assets rolled over to an IRA and outlined ongoing services will be extended to these assets.

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/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. We have to act in your best interests and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests.

Commission and Fee Offset

Our representatives are also registered representatives of Geneos Wealth Management, Inc. ("Geneos"), a dually registered broker/dealer and investment advisor. Geneos and A & I Wealth Management are not related entities. If you elect to have our representatives implement the advice provided as part of the financial planning or consulting services, this may be done by them in their separate capacities as registered representatives. This situation represents a conflict of interest because our representatives could receive fees for the advice and could also receive commissions for implementing the recommendations in their separate capacity as registered representatives. You are not obligated to implement the advice provided by us or to implement transactions through our representatives or the broker/dealer with which they are registered. You are free to select any broker/dealer or registered representative to implement the recommendations provided by us.

If you do implement through us, commissions and fees charged by Geneos and our advisory fees may be higher or lower than at other broker/dealers and investment advisors. Registered representatives with Geneos that are also representatives with us may have a conflict of interest if you purchase securities through Geneos because the higher their production with Geneos the greater potential they have for obtaining a higher pay-out on commissions earned. Further, registered representatives are restricted to only offering those products and services that have been reviewed and approved for offering to the public by Geneos and for which Geneos has obtained a selling agreement, if applicable.

If you elect to implement our advice through one of our asset management programs described in this disclosure brochure, we may waive or reduce the financial planning or consulting fees as a result of the on-going fees that we will earn for asset management services. Additionally, if you choose to implement our advice through one of our representatives in their separate capacities as registered representatives or insurance agents, or through us as a licensed insurance agency, we may waive or reduce the financial planning or consulting fee as a result of the commissions our representatives will earn in those separate capacities.

Additional Fees and Expenses

Administrative fees, account maintenance fees, brokerage commissions, transaction ticket fees, and/or other trading fees and account fees charged by the custodian are billed directly to you by the custodian. These fees and charges vary depending on account type and size. We do not receive any portion of such commissions or fees from the custodian or from you. You may incur other charges imposed by third parties besides us in connection with investments made through the account including, but not limited to, mutual fund sales loads, 12(b)-1 fees, contingent deferred sales charges and surrender charges, short term redemption fees, variable annuity fees and surrender charges, and IRA and qualified retirement plan fees. Our management fees are separate and distinct from the fees and expenses charged by investment company securities that we may recommend to you. A description of these fees and expenses are available in each investment company security's prospectus.

To the extent mutual funds are selected to fill components of the overall investment strategy, the asset management fee previously referenced does not include the customary fees and expenses associated with investing in mutual funds or other costs of establishing and maintaining an account with mutual funds including 12(b)-1 fees and expenses. You are advised that in addition to our management fee, each mutual fund in which assets are invested will incur separate investment advisory fees and other expenses for which the client will bear a proportionate share. A description of these fees and expenses is available in each investment company security's prospectus.

Our advisory fees are separate and distinct from these other fees and we do not receive or share in a portion of such fees. However, our representatives, in their separate capacities as registered representatives of Geneos, may receive a portion of the 12(b)-1 fees. You should be aware that these 12(b)-1 fees come from fund assets, and thus, indirectly from your assets. Receiving these fees could represent an incentive for registered securities agents to recommend funds with 12(b)-1 fees or higher 12(b)-1 fees over funds with no fees or lower fees, therefore creating a potential conflict of interest. Our representatives only recommend mutual funds to you if such mutual funds are suitable for you and appropriate for fulfilling your objectives.

Compensation for the Sale of Securities or Other Investment Products

As discussed previously, some of our representatives are also registered representatives of Geneos Wealth Management, Inc. (Geneos), a dually registered broker/dealer and investment advisor. If you elect to implement our recommendations and select our representatives to implement the transactions, they may earn commissions when selling securities in this separate capacity. You are not obligated to implement the advice provided by us or to implement transactions through our representatives. You are free to select any broker/dealer or registered representative to implement the recommendations provided by us.

Certain Executive officers and other Associated Persons of our firm are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to our clients. Insurance commissions earned by these persons are separate from and in addition to our advisory fees. The sale of insurance instruments and other commissionable products offered by Associated Persons are intended to complement our advisory services. However, this practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. We address this conflict of interest by recommending insurance products only where we, in good faith, believe that it is appropriate for the client's particular needs and circumstances and only after a full presentation of the recommended insurance product to our client. In addition, we explain the insurance underwriting process to our clients to illustrate how the insurer also reviews the client's application and disclosures prior to the issuance of a resulting insuring agreement. Clients to whom the firm offers advisory services are informed that they are under no obligation to purchase insurance services. Clients

who do choose to purchase insurance services are under no obligation to use our licensed Associated Persons and may use the insurance brokerage firm and agent of their choice.

Where fixed annuities are sold, clients should also note that the annuity sales result in substantial up-front commissions and ongoing trails based on the annuity's total value. In addition, many annuities contain surrender charges and/or restrictions on access to your funds. Payments and withdrawals can have tax consequences. Optional lifetime income benefit riders are used to calculate lifetime payments only and are not available for cash surrender or in a death benefit unless specified in the annuity contract. In some annuity products, fees can apply when using an income rider. Annuity guarantees are based on the financial strength and claims-paying ability of the issuing insurance company. We urge our clients to read all insurance contract disclosures carefully before making a purchase decision. Rates and returns mentioned on any program presented are subject to change without notice. Insurance products are subject to fees and additional expenses.

Please be aware that if we recommend the purchase of a commissionable security or insurance product and our representatives implement that transaction and earn a commission in their separate capacities as registered representatives and/or insurance agents, we do not charge a management fee on those managed assets until they have been held for 24 months. In these instances, if the assets are or will be considered managed assets, we begin earning fees in the 25th month after the date of purchase.

Comparable Services

We believe our fees for advisory services are reasonable with respect to the services provided and the fees charged by other investment advisors offering similar services. However, lower fees for comparable services may be available from other sources.

Item 6 – Performance-Based Fees and Side-By-Side Management

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. We do not receive performance-based fees.

Item 7 – Types of Clients

We provide investment advice to the following types of clients:

- Individuals (including high net worth individuals)
- Pension and profit sharing plans
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

Minimum Investment Amounts Required

For managed accounts held at Axos Advisor Services, there is a minimum of \$10,000 to establish an account. At our discretion, we may open or retain accounts with less than the required minimum due to factors such as other related accounts, anticipated future deposits, and history with the client.

Third party managed programs generally have account minimum requirements and these minimum requirements vary from investment advisor to investment advisor. Account minimums are generally higher on fixed income accounts than equity-based accounts.

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

Methods of Analysis

We may use technical, cyclical, trend following and fundamental analysis when considering investment strategies and recommendations. In simple terms, charting looks at historical patterns, cyclical analysis looks at recurring periods, fundamental analysis involves analyzing company characteristics and technical analysis studies past market data looking for price trends and movements. We may also use trend following when managing assets.

Technical

This method of evaluating securities analyzes statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets may indicate future performance.

Trend Following

This strategy tries to take advantage of long-term moves that appear to be playing out in various markets and could result in profits or losses from both the ups and down of the markets. Traders using trend following are not aiming to forecast or predict specific price levels but identify and participate in a trend. This trading method involves risk management and looks at the number of shares held, the current market price and the current market volatility.

Cyclical

Cyclical analysis looks at recurring periods of expansion and contraction that can impact a company's profitability and cash flow. There are a variety of cycles that can be examined and some are more commonly known than others, such as a four-year presidential cycle or annual/quarterly fiscal reporting cycles. Identifying cycles can help to anticipate tops and bottoms and also to determine trends. But sometimes cycles don't repeat themselves, sometimes they overlap and sometimes they offset each other. Cyclical stocks tend to rise quickly when the economy turns up and fall quickly when the economy turns down (e.g., housing, automobiles, telecommunications, paper, etc. Non-cyclical industries (e.g., food, insurance, drugs, health care, etc.) are not as directly impacted by economic changes.

Fundamental

Fundamental analysis is a method of evaluating a company or security by attempting to measure its intrinsic value. In other words, fundamental analysts try to determine its true value by looking at all aspects of the business, including both tangible factors (e.g., machinery, buildings, land, etc.) and intangible factors (e.g., patents, trademarks, "brand" names, etc.). Fundamental analysis also involves examining related economic factors (e.g., overall economy and industry conditions, etc.), financial factors (e.g., company debt, interest rates, management salaries and bonuses, etc.), qualitative factors (e.g., management expertise, industry cycles, labor relations, etc.), and quantitative factors (e.g., debt-to-equity and price-to-equity ratios).

The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

Investment Strategies

When implementing investment advice to clients, we may employ the following investment strategies:

- Long term purchases (securities held at least a year.)
- Short term purchases (securities sold within a year.)
- Trading (securities sold within 30 days.)
- Short sales (Borrowing securities in anticipation of a price decline and returning an equal number of securities at some future time.)
- Margin transactions (Investor pays for part of the purchase and borrows the rest from a brokerage firm; e.g., investor buys \$5,000 worth of stock in a margin account by paying for \$2,500 and borrowing \$2,500 from a brokerage firm. Clients cannot borrow stock from Advisor.)
- Option writing (Including covered options, uncovered options or spreading strategies.) (Note: options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.)

Risk of Loss

Investing in securities involves a risk of loss that you should be prepared to bear, including loss of your original principal. You should be aware that past performance of any security is not necessarily indicative of future results. Therefore, you should not assume that future performance of any specific investment or investment strategy will be profitable. We do not provide any representation or guarantee that your goals will be achieved.

Investing in securities involves risk of loss. Further, depending on the different types of investments, there may be varying degrees of risk:

- **Market Risk.** Either the market as a whole, or the value of an individual company, goes down, resulting in a decrease in the value of client investments. This is referred to as systemic risk.
- **Political Risk.** Investment returns may be affected by political changes or instability in a country. Instability affecting investment returns could stem from civil unrest, terrorist acts, changes in government and foreign policy makers, or military control.
- **Equity (Stock) Market Risk.** Common stocks are susceptible to fluctuations and to volatile increases/decreases in value as their issuers' confidence in or perceptions of the market change. Investors holding common stock (or common stock equivalents) of any issuer are generally exposed to greater risk than if they hold preferred stock or debt obligations of the issuer.
- **Company Risk.** There is always a certain level of company or industry specific risk when investing in stock positions. This is referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that a company may perform poorly or that its value may be reduced based on factors specific to it or its industry (e.g., employee strike, unfavorable media attention).
- **Options Risk.** Options on securities may be subject to greater fluctuations in value than investing in the underlying securities. Purchasing and writing put or call options are highly specialized activities and involve greater than ordinary investment risk. Puts and calls are the right to sell or buy a specified amount of an underlying asset at a set price within a set time.
- **Preferred Securities Risk.** Preferred Securities have similar characteristics to bonds in that preferred securities are designed to make fixed payments based on a percentage of their par value and are senior to common stock. Like bonds, the market value of preferred securities is sensitive to changes in interest rates as well as changes in issuer credit quality. Preferred

securities, however, are junior to bonds with regard to the distribution of corporate earnings and liquidation in the event of bankruptcy. Preferred securities that are in the form of preferred stock also differ from bonds in that dividends on preferred stock must be declared by the issuer's board of directors, whereas interest payments on bonds generally do not require action by the issuer's board of directors, and bondholders generally have protections that preferred stockholders do not have, such as indentures that are designed to guarantee payments – subject to the credit quality of the issuer – with terms and conditions for the benefit of bondholders. In contrast preferred stocks generally pay dividends, not interest payments, which can be deferred or stopped in the event of credit stress without triggering bankruptcy or default. Another difference is that preferred dividends are paid from the issuer's after-tax profits, while bond interest is paid before taxes.

- **Fixed Income Risk.** Investing in bonds involves the risk that the issuer will default on the bond and be unable to make payments. In addition, individuals depending on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- **ETF and Mutual Fund Risk.** ETF and mutual fund investments bear additional expenses based on a pro-rata share of operating expenses, including potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities held by the ETF or mutual fund. Clients also incur brokerage costs when purchasing ETFs.
- **Management Risk.** Your investments also vary with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our strategies do not produce the expected returns, the value of your investments will decrease.

Margin: When you purchase securities, you may pay for the securities in full or borrow part of the purchase price from your account custodian or clearing firm. If you borrow part of the purchase price then you are engaging in margin transactions and there is risk involved with this. The securities held in your margin account are collateral for the custodian or clearing firm that loaned you the money. If those securities decline in value, then the value of the collateral supporting your loan also declines. As a result, the brokerage firm is required to take action in order to maintain the necessary level of equity in your account. The brokerage firm may issue a margin call and/or sell other assets in your account.

It is important that you fully understand the risks involved in trading securities on margin, including:

- You can lose more funds than you deposit in your margin account.
- The account custodian or clearing firm can force the sale of securities or other assets in your account.
- The account custodian or clearing firm can sell your securities or other assets without contacting you.
- You are not entitled to choose which securities or other assets in your margin account may be liquidated or sold to meet a margin call.
- The account custodian or clearing firm may move securities held in your cash account to your margin account and pledge the transferred securities.
- The account custodian or clearing firm can increase its "house" maintenance margin requirements at any time and are not required to provide you advance written notice.
- You are not entitled to an extension of time on a margin call.

Primary Method of Analysis or Strategy

We employ the strategies of selected research firms. Other strategies are technical analysis, cyclical analysis, and trend following. One of the risks involved with using these methods is frequent trading of securities. Frequent trading can affect investment performance, particularly through increased

transaction costs and possibly taxes. Other risks include the chance that investments may lose value and results may not be correlated to broader market indices.

Active Management Risk: The success of a client's account that is actively managed depends upon the investment skills and analytical abilities of the portfolio manager to develop and effectively implement strategies that achieve the client's investment objective. Subjective decisions made by the portfolio manager may cause a client portfolio to incur losses or to miss profit opportunities on which it may have otherwise capitalized.

Concentrated Position Risk. Certain investment advisor representatives may recommend that clients concentrate account assets in an industry or economic sector. In addition to the potential concentration of accounts in one or more sectors, certain accounts may, or may be advised to, hold concentrated positions in specific securities. Therefore, at times, an account may, or may be advised to, hold a relatively small number of securities positions, each representing a relatively large portion of assets in the account. As a result, the account will be subject to greater volatility than a more sector diversified portfolio. Investments in issuers within an industry or economic sector that experience adverse economic, business, political conditions or other concerns will impact the value of such a portfolio more than if the portfolio's investments were not so concentrated. A change in the value of a single investment within the portfolio will affect the overall value of the portfolio and may cause greater losses than it would in a portfolio that holds more diversified investments.

Cyclical Analysis Risk: Economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Environment, Social, and Governance Investment Criteria Risk: If a portfolio is subject to certain environmental, social and governance (ESG) investment criteria it may avoid purchasing certain securities for ESG reasons when it is otherwise economically advantageous to purchase those securities, or may sell certain securities for ESG reasons when it is otherwise economically advantageous to hold those securities. In general, the application of the portfolio's ESG investment criteria may affect the portfolio's exposure to certain issuers, industries, sectors and geographic areas, which may affect the financial performance of the portfolio, positively or negatively, depending on whether these issuers, industries, sectors or geographic areas are in or out of favor. An adviser can vary materially from other advisers with respect to its methodology for constructing ESG portfolios or screens, including with respect to the factors and data that it collects and evaluates as part of its process. As a result, an adviser's ESG portfolio or screen may materially differ from or contradict the conclusions reached by other ESG advisers concerning the same issuers. Further, ESG criteria are dependent on data and are subject to the risk that such data reported by issuers or received from third-party sources may be subjective, or it may be objective in principle but not verified or reliable.

Liquidity Risk: A client portfolio is exposed to liquidity risk when trading volume, lack of a market maker or trading partner, large position size, market conditions, or legal restrictions impair its ability to sell particular investments or to sell them at advantageous market prices. Consequently, a client portfolio may have to accept a lower price to sell an investment or continue to hold it or keep the position open, sell other investments to raise cash or give up an investment opportunity, any of which could have a negative effect on the portfolio's performance. These effects may be exacerbated during times of financial or political stress.

Recommendation of Third-Party Investment Advisers Risk: In the event we recommend a third-party investment adviser to manage all or a portion of your assets, we will advise you on how to allocate your assets among various classes of securities or third-party investment managers, programs, or managed model portfolios. We may rely on investment model portfolios and strategies developed by the third-party investment advisers and their portfolio managers. If there is a significant deviation in characteristics or

performance from the stated strategy and/or benchmark, we may recommend changing models or replacing a third-party investment adviser. The primary risks associated with investing with a third party is that while a particular third party may have demonstrated a certain level of success in the past; it may not be able to replicate that success in future markets. In addition, as we do not control the underlying investments in third party model portfolios, there is also a risk that a third party may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. A third party's past performance is not a guarantee of future results and certain market and economic risks exist that may adversely affect an account's performance that could result in capital losses in your account. Please refer to the third-party investment adviser's advisory agreements, Form ADV Brochure, and associated disclosure documents for details on their specific investment strategies, methods of analysis, and associated risks.

Use of Certain Securities that Employ Derivative Instruments: Securities that utilize derivative instruments can lead to liquidity, credit, interest rate and market risks. Investments in derivative instruments may be subject to greater volatility than investments in traditional securities, including the high degree of leverage often embedded in such instruments, and potential material and prolonged deviations between the theoretical value and realizable value of a derivative. Some derivatives have the potential for unlimited loss. Derivatives may at times be illiquid. Certain derivatives may be difficult to value, and valuation may be more difficult in times of market turmoil. Derivative investments can increase portfolio turnover and transaction costs. Derivatives also are subject to counterparty risk and credit risk. New regulation of derivatives may make them more costly, or may otherwise adversely affect their liquidity, value or performance. In addition, derivatives may be subject to the additional risks, including: Foreign Currency Forward Contracts Risk, Futures Contracts Risk, Hedging Risk, and Swap Agreements Risk.

Use of Certain Securities that Employ Commodity positions: This is the risk that exposure to the commodities markets may subject fund securities (ETFs and Mutual funds) to greater volatility than investments in traditional securities. The value of physical commodities or commodity-linked derivative instruments may be affected by changes in overall market movements, commodity price volatility, changes in interest rates, currency fluctuations, or factors affecting a particular industry or commodity, such as drought, floods, weather, livestock disease, embargoes, tariffs and international economic, political and regulatory developments.

Utilization of Alternative Investments: Strategies utilizing alternative investments are generally made with the objective for long-term appreciation and are subject to limited liquidity. When we invest in securities not managed by us, we have limited control over the management of such investments. Alternative investment strategies pursued by the funds may be subject to additional risks including, but not limited to, derivatives (including options and futures contracts) risk, liquidity risk of underlying securities, credit risk and commodities risk. Certain alternative strategies involve the risk that a counterparty to a transaction will not perform as promised, which would incur losses to a fund. Furthermore, alternative strategies may employ leverage, involve extensive short positions and/or focus on narrow segments of the market, which may magnify the overall risks and volatility associated with such investments.

For more detailed discussions of the specific risks associated with Alternative Investments, please refer to the respective prospectuses and Private Placement Memorandum(s). The risk of loss described herein should not be considered to be an exhaustive list of all the risks which clients should consider.

Interval Fund Risk: We may recommend or purchase shares of interval funds for clients when consistent with a client's investment objectives. An interval fund is a type of closed-end fund (mutual fund) that is not listed on an exchange. Interval funds periodically offer to repurchase a limited percentage of outstanding shares, as defined in its prospectus, from its shareholders. Interval funds are generally designed for long-term investors who do not require daily liquidity. Therefore, the shares are subject to periodic redemption offers by the fund at a price based on net asset value. Accordingly, interval funds are subject to liquidity constraints. Interval funds that invest in securities of companies with smaller market capitalizations, derivatives, or securities with substantial market and/or credit risk tend to have the greatest exposure to

liquidity risk. Generally, the interval funds we recommend offer a one to two week period, on a quarterly basis, during which the client may seek the redemption of previously purchased interval funds. Given the lack of secondary market, the infrequent nature of the offers to buy back shares, and the liquidity gates (or re-purchase limits), clients should consider the shares of interval funds to be illiquid. For information about the material risks associated with the fund's investment strategies and other disclosures, please see the fund's prospectus.

General Risks

Cybersecurity Risks. Our firm and our service providers are subject to risks associated with a breach in cybersecurity. Cybersecurity is a generic term used to describe the technology, processes, and practices designed to protect networks, systems, computers, programs, and data from cyber-attacks and hacking by other computer users, and to avoid the resulting damage and disruption of hardware and software systems, loss or corruption of data, and/or misappropriation of confidential information. In general, cyber-attacks are deliberate; however, unintentional events may have similar effects. Cyber-attacks may cause losses to clients by interfering with the processing of transactions, affecting the ability to calculate net asset value or impeding or sabotaging trading. Clients may also incur substantial costs as the result of a cybersecurity breach, including those associated with forensic analysis of the origin and scope of the breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, litigation, and the dissemination of confidential and proprietary information. Any such breach could expose our firm to civil liability as well as regulatory inquiry and/or action. In addition, clients could be exposed to additional losses as a result of unauthorized use of their personal information. While our firm has established a business continuity plan and systems designed to prevent cyber-attacks, there are inherent limitations in such plans and systems, including the possibility that certain risks have not been identified. Similar types of cyber security risks are also present for issuers of securities, investment companies and other investment advisers in which we invest, which could result in material adverse consequences for such entities and may cause a client's investment in such entities to lose value.

Pandemic Risk. Large-scale outbreaks of infectious disease can greatly increase morbidity and mortality over a wide geographic area, crossing international boundaries, and causing significant economic, social, and political disruption. The long-term impact of such events cannot be predicted because they are dependent on a variety of factors including the global response of regulators and governments to address and mitigate the worldwide effects of such events. Workforce reductions, travel restrictions, governmental responses and policies and macroeconomic factors may negatively impact investment returns.

Primarily Recommend One Type of Security

We do not primarily recommend only one type of security, such as a single type of mutual fund. We frequently recommend no-load mutual funds without trade restrictions as well as certain ETFs. Some of the risks involved with recommending these securities include fund expenses and, for certain funds, potential tracking error with the indices these funds attempt to mirror. As stated above, ETF and mutual fund investments bear additional expenses based on a pro-rata share of operating expenses, including potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities held by the ETF or mutual fund. You also incur additional trading costs when purchasing ETFs. Although we generally attempt to purchase funds without short term redemption fees, these funds may be purchased and, if quickly sold, performance may be adversely affected.

Item 9 – Disciplinary Information

We have no legal or disciplinary events that are material to your evaluation of our business or the integrity of our management. Therefore, this item is not applicable to our brochure.

Item 10 – Other Financial Industry Activities and Affiliations

Securities Sales

Some of our representatives are also registered representatives of Geneos Wealth Management, Inc. (Geneos), a dually registered broker/dealer and investment advisor. In this separate capacity, they can sell securities to any client and can earn commissions as a result. This is a conflict of interest because they could receive commissions in their capacity as a registered representative and could also receive advisory fees in their capacity as an investment advisor representative. You are under no obligation to use the services of our representatives or Geneos and can select any broker/dealer you wish to implement securities transactions.

Insurance Sales

A & I Wealth Management is licensed as an insurance agency in the State of Colorado. In addition, some of our representatives are licensed insurance agents. If you elect to purchase insurance products through our representatives in this separate capacity, they may earn commissions. This is a conflict of interest because they could receive fees for the advice and also receive commissions for implementing insurance transactions. You are not obligated to implement the advice provided by us or to implement transactions through us as a licensed insurance agency or through our representatives in their separate capacity as insurance agents.

Some of our representatives are also independently licensed to sell insurance products through various insurance companies. When acting in this capacity, they may receive fees or commissions for selling these products. You are under no obligation to direct insurance transactions to insurance companies with which our representatives may be licensed. Suitable insurance and investment products may be available from other companies.

Recommendation of Other Advisers

We may recommend that you use a third party money manager or program as part of our asset allocation and investment strategy. While fees are negotiable, typically, the fees charged by the third party money manager are higher due to the sharing arrangement. The compensation arrangement presents a conflict of interest due to a financial incentive to recommend the services of a third party money manager with more favorable compensation arrangements than others. Fees could be higher than you would otherwise pay through other providers that do not utilize third party money managers or that have lower fee sharing arrangements. You are not required, contractually or otherwise, to use the services of any recommended third party money managers. If you elect to utilize the services of any recommended third party money manager, please carefully review all disclosures and advisory contracts to fully understand the total advisory fees you will pay to both A & I Wealth Management and the third party money manager.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

Code of Ethics

Section 204A-1 of the *Investment Advisers Act of 1940* requires all investment advisors to establish, maintain and enforce a Code of Ethics. Advisor has established a Code of Ethics that applies to all of its associated persons. An investment advisor is considered a fiduciary according to the *Investment Advisers Act of 1940*. As a fiduciary, it is an investment advisor's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of clients at all times. Advisor has a fiduciary duty to all clients. This fiduciary duty is considered the core underlying principle for its Code of Ethics, which also covers its insider trading and personal securities transactions policies and procedures. Advisor requires all of its supervised persons to conduct business with the highest level of ethical standards and to comply

with all federal and state securities laws at all times. Once employed by or affiliated with Advisor, and at least annually thereafter, all supervised persons sign an acknowledgement that they have read, understand and agree to comply with Advisor's Code of Ethics. Advisor has the responsibility to make sure that the interests of all clients are placed ahead of its or its supervised persons' own investment interests. Advisor fully discloses all material facts and potential conflicts of interest to clients prior to conducting any services. Advisor and its supervised persons must conduct business in an honest, ethical and fair manner and avoid all circumstances that might negatively affect or appear to affect its duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of Advisor's Code of Ethics. However, if a client or a potential client wishes to review Advisor's Code of Ethics in its entirety, a copy is provided promptly upon request.

In addition to abiding by Advisor's Code of Ethics, our Certified Financial Planner® designees abide by the Code of Ethics and Responsibility Code of the Certified Financial Planner™ Board of Standards, Inc. The Code of Ethics and Responsibility Code requires CFP® designees to not only comply with all applicable laws and regulations but to also act in an ethical and professional responsible manner in all professional services and activities. The principles guiding CFP® designees are:

- Integrity
- Objectivity
- Competence (in providing services and maintaining knowledge and skills to do so)
- Fairness (to clients, principals, partners and employers and disclosing any conflicts of interest in providing services)
- Confidentiality (keeping all client information confidential without the specific client consent unless in response to legal process or in defense of charges of wrongdoing or civil dispute)
- Professionalism
- Diligence

You can obtain a copy of the Code of Ethics and Responsibility Code by requesting a copy from one of our representatives.

Participation or Interest in Client Transactions

In connection with investments on behalf of clients, one of our representatives participates on the advisory council for The Denver Foundation, an unaffiliated charitable foundation. This representative is not being compensated for such services. However, A & I Wealth Management and its representatives receive potential benefits from this outside business activity from broader name recognition and potentially from client referrals. Although A & I Wealth Management and its representatives do not receive referral compensation, the placement of additional managed client assets increases our assets under management and subsequently advisory fees earned.

While our firm and our representatives endeavor at all times to put the interest of our clients ahead of our own as part of our fiduciary duty, you should be aware that this situation may create a conflict of interest since the placement of additional client assets with this foundation has the potential to increase A & I Wealth Management's assets under management.

Personal Trading

We and our representatives may buy or sell securities or have an interest or position in a security for our personal accounts that are also recommended to clients. A & I Wealth Management is and shall continue to be in compliance with *The Insider Trading and Securities Fraud Enforcement Act of 1988*. As these situations may represent a potential conflict of interest, it is our policy that all persons associated in any manner with us must place your interests ahead of their own when implementing personal investments. We will not buy or sell securities for our personal accounts where our decision is derived, in whole or in part, by information obtained as a result of our employment unless the information is also available to the investing public upon reasonable inquiry. To help minimize the conflict of interest, most securities recommended by A & I Wealth Management are widely held and publicly traded.

Item 12 – Brokerage Practices

While you are free to choose any custodian or other service provider, we recommend that you establish an account with a custodian with which we have an existing relationship. Such relationships may include benefits provided to our firm, including but not limited to, research, market information, and administrative services that help our firm manage your account(s). We believe the recommended custodians provide quality execution services for our clients at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by recommended custodians, including the value of provided research, the firm's reputation, execution capabilities and responsiveness to our clients and our firm. In recognition of the value of research services and additional products and services the recommended custodians provide, you may pay higher execution costs than those that may be available elsewhere.

Axos Advisor Services as Custodian

Axos Advisor Services is the primary custodian for A & I Wealth Management. Clients benefit from Axos Advisor Services' favorable trading costs, ability to access accounts, ability to household accounts for fee billing purposes and trading platform. A & I Wealth Management will recommend that clients establish advisory accounts with Axos Advisor Services to maintain custody of clients' assets and to effect trades for their accounts.

Axos Advisor Services offers clients an asset management account in which A & I Wealth Management has a platform for IARs and clients to develop portfolios with a variety of assets. These assets may include, but are not limited to: no-load mutual funds, load waived mutual funds, equities, exchange traded funds, fixed income securities, partnerships, cash and cash equivalents. Custody of assets and funds is maintained through an agreement with Axos Advisor Services. All transactions are cleared pursuant to the Advisor's agreement with Axos Advisor Services. ETF and equity trades are directed through Axos Advisor Services to Virtu Financial for execution and are settled at JP Morgan Chase.

Research and Other Soft Dollar Benefits

Although not considered "soft dollar" compensation, A & I Wealth Management may receive various benefits from custodians for research services, reports, software, and institutional trading support.

In some cases, the Firm(s) we recommend for custodial services may charge a higher fee for a particular type of service, than can be obtained from another broker. Clients may utilize the custodian of their choice and have no obligation to purchase or sell securities through the custodian(s) that A & I Wealth Management recommends.

We may receive other economic benefits that create a conflict of interest. For example, we may receive from a broker-dealer or other financial institution, without cost, computer software and related systems support, which allows us to better monitor client accounts maintained at that financial institution ("other economic benefit"). We may receive the software and related support without cost because it renders investment management services to clients that, in the aggregate, maintain a certain level of assets at that financial institution. While these arrangements do not qualify as soft dollar arrangements, they present a conflict of interest for an advisor. An advisor has the incentive to direct client transactions to the financial institution that will provide it with the most other economic benefits. If the advisor utilizes the services of a financial institution that provides the advisor with economic benefits, it will not be deemed to breach its fiduciary duty to its clients even if the clients pay a commission higher than the lowest commission available to obtain such economic benefits so long as certain conditions are met. These conditions include the requirement that such other economic benefit is in the best interest of the clients and that the benefit is disclosed to clients.

Examples of other economic benefits that we may receive include:

- Access to a trading desk that provides for specialized services
- Access to block trading
- Access to an electronic system for client order entry and account information
- Software, research, or other tools in connection with the delivery of investment advisory services

We take seriously our obligation of best execution for client transactions. It is a catalyst in deciding about a particular broker/dealer or custodian. While quality of execution at the best price is an important consideration, best execution does not necessarily mean lowest price and it is not the sole consideration. The trading process of any broker/dealer or custodian suggested by us must be efficient, seamless and straight-forward. Overall custodial support services, trade correction services and statement preparation are some of the other factors we consider when suggesting a broker/dealer. We do not have any soft dollar arrangements.

Investment Advisor Services, Money Manager X-Change Program Participation

A & I Wealth Management participates in the Money Manager X-Change program (the “MMX Program”) offered by Axos Advisor Services. Axos Advisor Services offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. The MMX program is a platform service that enables A & I Wealth Management to select third-party money managers and strategies to assist in meeting client’s investment needs.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Directed Brokerage

If you contract for our asset management services, we must use those custodians and broker/dealers that have been approved by Geneos. Additionally, some of the programs we utilize may require you to establish your account with a particular custodian or broker/dealer.

Persons providing investment advice on behalf of our firm who are registered representatives of Geneos Wealth Management (Geneos) will recommend Geneos to you for brokerage services. These individuals are subject to applicable rules that restrict them from conducting securities transactions away from Geneos unless Geneos provides the representative with written authorization to do so. Therefore, these individuals are generally limited to conducting securities transactions through Geneos. It may be the case that Geneos charges higher transactions costs and/or custodial fees than another broker charges for the same types of services. If transactions are executed through Geneos, these individuals (in their separate capacities as registered representatives of Geneos) may earn commission-based compensation as result of placing the recommended securities transactions through Geneos. This practice presents a conflict of interest because these registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. You may utilize the broker-dealer of your choice and have no obligation to purchase or sell securities through such broker as, we recommend. However, if you do not use Geneos, we may not be able to accept your account. Please see the “Fees and Compensation” section in this Brochure for more information on the compensation received by registered representatives who are affiliated with our firm.

If you wish to implement our advice, you are free to select any broker/dealer or investment advisor you wish. If you contract for our asset management services, we must use those custodians and broker/dealers that have been approved by Geneos. Additionally, some of the programs we utilize may require you to establish your account with a particular custodian or broker/dealer.

Block Trades

We may elect to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading, or block trading and may be used when we believe such action may prove advantageous to clients. If and when we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently. Under this procedure, transactions are averaged as to price and are allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. If and when we determine to aggregate client orders for the purchase or sale of securities, including securities in which our associated persons may invest, we do so in accordance with the parameters set forth in the SEC No-Action Letter, *SMC Capital, Inc.* Neither we nor our associated persons receive any additional compensation or remuneration as a result of blocking trades.

Item 13 – Review of Accounts

Account Reviews

Unless you contract for on-going consultation services, financial planning reviews are performed only upon a request from you. We recommend that you have your financial plan reviewed at least annually or more frequently if there are changes that effect your goals, objectives or financial situation. Additional fees may be charged and a new engagement may be needed if you wish to receive additional reviews.

If you contract for on-going consultation services, you receive a review at least annually to determine if your objectives are being met. We can perform reviews more frequently if you request it or if you notify us about a change that triggers a review.

We will monitor your Investment Management accounts on an ongoing basis and will conduct account reviews at least once annually to ensure the advisory services provided to you are consistent with your current investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

We continuously monitor model portfolios regarding asset allocation, fund or security selection, and rebalancing. Each representative is responsible for reviewing their own accounts and determining when changes are needed (e.g. changes in suitability or risk tolerance).

Account Reports

You receive a statement from your account custodian at least quarterly. In addition, accounts managed by other money managers send you reports as disclosed in their disclosure brochure. You may access your accounts electronically at any time.

Item 14 – Client Referrals and Other Compensation

Custodial Benefits

As described in Item 12 above, we receive economic benefits from our custodial broker dealer in the form of support products and services they make available to us and other independent investment advisors whose clients maintain their accounts at these custodial broker dealers. The availability of custodial products and services is not dependent upon or based on the specific investment advice we provide our clients, such as buying or selling specific securities or specific types of securities for our clients. The products and services provided by the custodial broker dealer, how they benefit us, and the related conflicts of interest are described above (see Item 12 – Brokerage Practices).

As disclosed under the “Fees and Compensation” section in this Brochure, persons providing investment advice on behalf of our firm are licensed insurance agents and are registered representatives with Geneos, a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the “Fees and Compensation” section.

We receive revenue from certain independent, third party money managers. A & I Wealth Management receives a portion of the cost of some third party money managers, and thus has an incentive to promote these third party money managers. It should be noted that IARs do not receive any of this revenue. You are under no obligation to accept the recommendations of your IAR, and lower fees and/or comparable services may be available elsewhere.

From time to time, we may receive expense reimbursements for travel and/or marketing expenses from distributors of investment and/or insurance products; however, these do not constitute soft dollar arrangements. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing, client events, and seminar expenses. Receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas. The product sponsor reimbursements are typically made by those sponsors for whom sales have been made or sales may be made in the future. As a part of our fiduciary duty, both we and our representatives endeavor at all times to put your interests first. However, you should be aware that receiving additional compensation through nominal sales awards, expense reimbursements, etc. creates a conflict of interest that may impact the judgment of our representatives when making advisory recommendations.

Item 15 – Custody

In arrangements where we are permitted and authorized to do so, we will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

You should compare our statements with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us at the phone number listed on the cover of this brochure.

Wire Transfer Authority

Our firm or persons associated with our firm may effect third party wire transfers for client accounts without client written consent per transaction for client accounts. An adviser with authority to conduct unauthorized third-party wire transfers have access to the client's assets, and therefore has custody of the client's assets in any related accounts. Pursuant to Rule 206(4)-2 (the "Custody Rule"), we have taken steps to have controls and oversight in place to support the no-action letter issued by the SEC on February 21, 2017 (the "SEC no-action letter"). With respect to third party standing letters of authorization ("SLOA") where a client may grant us the authority to direct custodians to disburse funds to one or more third party accounts, we are deemed to have limited custody. However, we are not required to comply with the surprise examination requirement of the Custody Rule if we are otherwise in compliance with the seven representations noted in the February 21, 2017 no-action letter.

Where A & I Wealth Management acts pursuant to a SLOA, we believe we are making a good faith effort to comply with the representations noted in the SEC's no-action letter. Additionally, since many of those representations involve the qualified custodian's operations, we will collaborate closely with the custodians to ensure that the representations would be able to be met.

Item 16 – Investment Discretion

In addition to having trading authority on your accounts, we may manage accounts on a discretionary or non-discretionary basis. If provided on a discretionary basis, this means we make all decisions to buy, sell or hold securities, cash or other investments in the managed account in our sole discretion without consulting with you before implementing transactions. You must provide us with written authorization to exercise this discretionary authority.

When discretionary authority is granted, it is limited. We do not have access to your funds and/or securities with the exception of having advisory fees deducted from your account and paid to us by the account custodian. Any fee deduction is done pursuant to your prior written authorization provided to the account custodian. You have the ability to place reasonable restrictions on the types of investments that may be purchased in an account. You may also place reasonable limitations on the discretionary power granted to us so long as the limitations are specifically set forth or included as an attachment to the client agreement.

If management services are provided on a non-discretionary basis, we contact you before implementing any transactions in an account. You must accept or reject our investment recommendations, including (1) the security being recommended, (2) the number of shares or units and (3) whether to buy or sell. Once these factors are agreed upon, we are responsible for making decisions regarding the timing of the purchase or sale and the price at which it is bought or sold. You should know that if you are not able to be reached or are slow to respond to our request, it can have an adverse impact on the timing of implementing trades and we may not achieve the optimal trading price.

Item 17 – Voting Client Securities

We do not perform proxy-voting services on your behalf. You retain this right and responsibility. You should read through the information provided with the proxy-voting documents and make a determination based on the information provided. Upon your request, our representatives may provide limited clarifications of the issues presented in the proxy voting materials based on their understanding of issues presented in the proxy-voting materials. However, you have the ultimate responsibility for making all proxy-voting decisions.

Item 18 – Financial Information

This item is not applicable to our brochure. 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 its most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, we have not been the subject of a bankruptcy petition at any time.

Class Action Lawsuits

You retain the right under applicable securities laws to initiate individually a lawsuit or join a class-action lawsuit against the issuer of a security that was held, purchased or sold by or for you. We do not initiate such a legal proceeding on your behalf and do not provide legal advice to you regarding potential causes of action against such a security issuer and whether you should join a class-action lawsuit. We recommend that you seek legal counsel prior to making a decision regarding whether to participate in a class-action lawsuit. Moreover, our services do not include monitoring or informing you of any potential or actual class-action lawsuits against the issuers of the securities that were held, purchased or sold by or for you.

Customer Privacy Policy

A & I Financial Services, LLC, dba A & I Wealth Management LLC (“AIWM”, “we”, “us”, or “our”) values you as a customer and respects your right to privacy. We recognize that you have placed your trust in us, and we take the responsibility to preserve that trust. One way we endeavor to keep your trust is to properly handle your personal information.

We pledge to you that:

- Protection of your privacy is a top priority;
- Your account information and all documents you provide to us are protected in a secure environment;
- We only collect personal information in order to accomplish our customer commitments to you;
- Information about you is only used and shared in limited and controlled ways; and
- In the event that we wish to share information about you with non-affiliated third parties, you are given options concerning what information may be shared, and your privacy wishes will be respected. You may also choose to opt out of any information sharing.

AIWM maintains physical, electronic and procedural safeguards to ensure that personal information we have about you is treated responsibly and in accordance with our privacy policy. We restrict access to information about you only to those investment advisor representatives and employees who need to know that information in order to provide products and services to you or to conduct business. Representatives or employees who have access to the information may only use it for legitimate business purposes. In addition, we take steps to safeguard information about you in accordance with applicable data security regulations.

We collect personal information about you from these sources:

- New Account Application, applications for the purchase of various products, and other forms;
- Product vendors, as a result of your transactions with us; and/or
- Depending on the product you are requesting to purchase, information received from consumer reporting agencies, medical providers or others.

We may disclose the following categories of information to entities that perform administrative services on our behalf or as required or permitted by law for legal, regulatory, or other purposes:

- Information you provide directly to us on the New Account Application, applications, or other forms;
- Information we receive about your transactions with us or with our product providers; and/or
- If required for the products you purchase, information received from other agencies such as: consumer reporting agencies concerning your creditworthiness, motor vehicle and driver's license reports, medical and employment information, and loss reports.

We may disclose information about you to our staff, affiliates, representatives, their affiliated businesses, and third parties who provide you with financial products and services. Nonaffiliated third parties may include retirement plan sponsors or third party administrators, mutual fund companies, insurance companies and agencies, other broker-dealers, and clearing firms. Our privacy policy is the same for current, as well as former clients. If you close your account, in the process of transferring your investments we may share your information with the new custodian that you or your advisor selects.

A special note about medical or health information: While we might receive medical or health information from you at the time of application for various types of insurance, we do not use it or share it – internally or externally – for any purpose other than what is directly related to the administration of your policy, account, or claim, as required or permitted by law, or as you authorize us to do.

We pledge to work to protect the security of your confidential information.