



**Form ADV Part 2A Appendix 1**

**Item 1  
Wrap Fee Program Brochure Cover Page  
Flaharty Investment Management Program**

Flaharty Asset Management, LLC

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**This wrap fee program brochure provides information about the qualifications and business practices of Flaharty Asset Management, LLC. If you have any questions about the contents of this brochure, please contact us at (727) 252-1050. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Registration does not imply a certain level of skill or training.**

**Additional information about Flaharty Asset Management, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **Item 2            Material Changes**

Flaharty Asset Management, LLC has not made any material changes to its ADV Part 2A Appendix 1 (“Wrap Brochure”) since its last annual amendment dated March 28, 2023.

Additional information about Flaharty Asset Management, LLC is also available via the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC’s website provides information about any persons affiliated with Flaharty Asset Management, LLC who are registered, or are required to be registered, as investment advisor representatives of Flaharty Asset Management, LLC.

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## **Item 4            Services, Fees and Compensation**

Flaharty Asset Management, LLC (the “Firm” or “Advisor”) is a limited liability corporation formed under Florida law and is registered as an investment advisor with the Securities and Exchange Commission (“SEC”) pursuant to the Investment Advisers Act of 1940.<sup>1</sup> The Firm was established in June 2013 by Shon Flaharty, the Firm’s CEO. The Advisor is wholly owned by Flaharty & Associates, LLC. Shon Flaharty is Flaharty & Associates, LLC’s controlling owner and Manager. John “Hunter” Orr is a minority owner of Flaharty & Associates, LLC.

The Advisor provides customized investment programs to address clients’ specific issues, within their specific time horizon and considering their personal tolerance for risk. Once a client adopts this personalized investment strategy as their own, we provide the discipline. This process is a continuous cycle with the Advisor that, through regular reviews, adapts to the changes in the client’s life.

The Advisor’s advisory services include portfolio management, financial planning, and consulting services. This Wrap Brochure provides information about the Advisor and its advisory services under its wrap program. Other investment advisory services offered by the Advisor are described in detail in the Advisor’s ADV Part 2A Brochure.

### *Services*

Through its wrap program, the Flaharty Investment Management (“IM”) program, the Advisor provides ongoing investment advice and management on assets in the client’s account. The Advisor provides advice on the purchase and sale of various types of investments, such as mutual funds, exchange-traded funds (“ETFs”), variable annuity subaccounts, real estate investment trusts (“REITs”), equities, and fixed income securities. The Advisor provides advice that is tailored to the individual needs of the client based on the client’s investment objective. LPL Financial LLC (“LPL”) acts as custodian for the client’s account and provides brokerage and execution services as the broker-dealer on account transactions, and performs administrative services, such as quarterly performance reporting to clients.

### *Fees and Compensation*

The Client pays the Advisor a single wrap fee (“Advisory Fee”) for advisory services. The Advisory Fee is based on the value of assets managed by the Advisor, calculated as a percentage of assets under management.

The Advisor charges no more than 2.00% annually for its IM program. The amount of the investment advisory fee will be set out in the Investment Advisory Agreement executed by the client at the time the relationship is established. The Advisory Fee is negotiated on a client-by-client basis depending on the size, complexity and nature of the portfolio managed and will be set forth in the Investment Advisory Agreement. Because Advisory Fees are negotiated, not all clients will pay the same fees. A client may pay a higher or lower Advisory Fee depending on considerations such as the size of the client’s account, the amount of time the client has maintained an account with the Advisor, and/or the combined market value of related portfolios. While the Advisor believes that its Advisory Fees are competitive, clients may find lower or higher fees for comparable services from other sources.

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<sup>1</sup> Registration does not imply a certain level of skill or training.

The Advisory Fee is compensation for advisory services and portfolio management services rendered by the Advisor. The client should be aware that the Advisor pays trade execution costs from the Advisory Fee received from the client and retains the remaining portion as compensation for its advisory services and portfolio management. The amount the custodian broker-dealer charges the Advisor for trade execution may vary based on the value of assets the Advisor manages or the type of transactions effected. Because the Advisor pays trade execution costs, a client should understand that the Advisor has a financial incentive to select NTF Securities to avoid paying or to lower its transaction charges. Clients should consider this conflict when monitoring purchases in their accounts in recognition of the overall fee and other arrangements with the Advisor for management of their accounts. All such conflicts may have an impact on the investment performance of the client's account. A wrap program may not be in the best interest of a client with minimal or no trading activity as compared to an advisory account where the client would pay advisory and trading costs separately.

Investment advisory fees are charged quarterly in advance as a percentage of the portfolio value on the last business day of the previous quarter or the last value provided by the custodian. These fees are assessed on all billable assets under management, including securities, cash, and money market funds. Fee adjustments will be processed for any deposits and withdrawals processed during the quarter.

The initial investment advisory fee will be based on and deducted from client's account value when the account is transferred to Custodian. The initial fee will be prorated based upon the number of days from the first day of management to the end of the quarter. Subsequent investment advisory fees are determined as a percentage of the portfolio value on the last business day of the previous quarter or the last value as provided by the Custodian. The quarterly fee payable shall be calculated as set forth in the Terms.

Upon establishing an account with the Advisor, the client will authorize and direct the client's custodian broker-dealer to debit the client's account each investment advisory fee payable from the account which will result in the client's custodian broker-dealer sending the investment advisory fee payable directly to the Advisor. If the Investment Advisory Agreement is terminated before the end of the quarterly period, the Advisor will refund any pre-paid quarterly Advisory Fee on a prorated basis, based on the number of days remaining in the quarter after the termination date. However, if the account is closed within the first six months by the client or as a result of withdrawals that bring the account value below the required minimum, the Advisor reserves the right to retain the pre-paid quarterly Advisory Fee for the current quarter in order to cover the administrative costs of establishing the account (for example, the costs related to transferring positions in and out of the account, data entry in opening the account, reconciliation of positions in order to issue quarterly performance reports, and re-registration of positions).

A client has the right to terminate the Investment Advisory Agreement for investment advisory services without penalty within five (5) business days after entering into the Investment Advisory Agreement. Thereafter, the Investment Advisory Agreement will terminate upon the Advisor's receipt of the client's written notice. The Advisor may terminate providing investment advisory services upon written notice of termination to the client or upon the occurrence of certain events as described in the Investment Advisory Agreement. After the termination date, the Advisor has no responsibility to provide ongoing investment advice to the client.

### *Other Types of Fees and Expenses*

In addition to the Advisory Fee, which is inclusive of LPL's trade execution costs, LPL may charge additional costs directly to the client. LPL notifies clients of these charges at account opening and makes available a list of these charges on its website at [www.lpl.com](http://www.lpl.com). LPL's charges may include:

- An additional \$10 quarterly fee at the end of the quarter for accounts with assets valued at less than \$100,000.
- An annual alternative investment administrative fee of \$35 per position, subject to a maximum of \$100 per account per year for accounts that hold hedge funds, managed futures and/or REITs.
- Margin interest on any credit extended to or maintained by the client for an account approved for trading on margin and the client has entered into a margin agreement with LPL. LPL will retain a portion of any interest charged. This interest charge is in addition to the Advisory Fee. The Advisory Fee is not charged on any margin debit balance, rather only on the net equity of the account.
- Clients also pay LPL other miscellaneous administrative or custodial-related fees and charges that relate to the IM program account.

### *Fees Charged by Third Parties*

There are other fees and charges that are imposed by parties other than the Advisor (third parties) that apply to investments in IM program accounts.

If a client's assets are invested in mutual funds or other pooled investment products, the client should be aware that there will be two layers of advisory fees and expenses for those assets. The client will pay an advisory fee to the fund manager and other expenses as a shareholder of the fund. In the case of mutual funds that are fund of funds, there could be an additional layer of fees, including performance fees that may vary depending on the performance of the fund. The client will also pay the Advisor the Advisory Fee with respect to those assets. Most of the mutual funds available in the program may be purchased directly. Therefore, clients could generally avoid the second layer of fees by not using the advisory services of the client's custodian broker-dealer and the Advisor and by making their own decisions regarding the investment.

If a client transfers a previously purchased mutual fund into an IM program account, and there is an applicable contingent deferred sales charge on the fund, the client will pay that charge when the mutual fund is sold. If a mutual fund has a frequent trading policy, the policy can limit a client's transactions in shares of the fund (e.g., for rebalancing, liquidations, deposits or tax harvesting).

Although the client's custodian broker-dealer may make available no-load and load-waived mutual funds to IM program accounts, the client's custodian broker-dealer receives asset-based sales charges or service fees (e.g., 12b-1 fees) from certain mutual funds. The client's custodian broker-dealer retains these fees and they are not shared with the Advisor.

If a client holds a variable annuity as part of an IM program account, there are mortality, expense and administrative charges, fees for additional riders on the contract and charges for excessive transfers within a calendar year imposed by the variable annuity sponsor. If a client holds a REIT as part of an account, there are dealer management fees and other organizational, offering and pricing expenses imposed by the REIT. If client holds a UIT in the IM account, UIT sponsors charge creation and development fees or similar fees. Further information regarding fees assessed by a product sponsor is available in the appropriate prospectus or offering document, which is available upon request from the Advisor or from the product sponsor directly.

### *Important Things to Consider About Fees on an IM Program Account*

The Advisory Fee is an ongoing wrap fee for investment advisory services, which includes the cost of the execution of transactions. The Advisory Fee may cost the client more than purchasing the services separately, for example, paying an advisory fee plus commissions for each transaction in the account. Factors that bear upon the cost of the IM program account in relation to the cost of the same services purchased separately include the:

- type and size of the account,
- historical and/or expected size or number of trades for the account, and
- number and range of supplementary advisory and client-related services provided to the client.

The Advisor receives compensation as a result of the client's participation in the program, which may be more than what the Client would pay to another investment advisory firm.

The Advisor may make amendments to the fee schedule, including negotiated fees, at any time with at least 30 days written notice to the client.

## **Item 5 Account Requirements and Types of Clients**

There is a minimum investment of \$250,000 although the Advisor may accept smaller accounts at its discretion. The IM program account is available for individuals, IRAs, pension and profit sharing plans, including plans subject to Employee Retirement Income Security Act of 1974 ("ERISA"), trusts, estates, charitable organizations, corporations and other business entities.

## **Item 6 Portfolio Manager Selection and Evaluation**

The Advisor provides the client investment advice and management in the IM program account.

The client's custodian broker-dealer calculates the performance for the IM program account and delivers to clients individual, quarterly performance reports, which provide performance information on a time-weighted basis. LPL performance reports are intended to inform clients as to how their investments have performed for a period, both on an absolute basis and compared to leading investment indices. The Advisor periodically reviews the client's custodian broker-dealer's performance reports for accuracy.

The Advisor offers other types of advisory programs, including portfolio management, consulting and financial planning advisory services. Other portfolio management advisory services provided by the Advisor are similar to the IM account, in that the Advisor provides investment advice and management to the client, except that the client pays transaction charges directly to the broker-dealer custodian rather than the Advisor.

Other investment advisory services offered by the Advisor are described in detail in the Advisors ADV Part 2A Brochure.

### Investment Discretion

The Advisor provides advisory services on a discretionary basis for the purchase and sale of securities in the IM program. The client authorizes the Advisor to have discretion through the Investment Advisory Agreement.

### Methods of Analysis and Investment Strategies

The Advisor designs asset allocation models that take into consideration assumptions of future expected return and risk characteristics of markets. The Advisor's research allows it to collectively craft a process that positions its strategic asset allocation models to achieve risk and return success relative to each client's distinct investment objective. Through its collective experience of studying capital markets, the Advisor has determined that one of the most important elements in creating its asset allocation models is the statistical premise of mean reversion.

Mean reversion is the statistical calculation that cites that certain number series tend to gravitate towards their longer-term average — for example, when the series displays above average numbers, mean reversion would suggest that one should expect lower numbers in order to pull the series back towards the average. The Advisor has observed that both expected risk and return are strongly influenced by mean reversion theory.

The Advisor believes that the most optimal means to build a strategic asset allocation model is to overweight asset classes that are priced at attractive entry levels and reduce exposure to asset classes that are priced at levels above their long-term trend. Thus, the strategic asset allocation framework of the Advisor's asset allocation models is essentially built around a notion that reversion to the mean is a powerful investment force that serves as the starting point of our strategic asset allocation construction process.

Clients are advised and should understand that:

- Asset allocation does not ensure profit or protect against loss;
- Past performance is not a guarantee of future results;
- Market conditions, interest rates, and other investment related risks may cause losses in their portfolio;
- Risk parameters established for their portfolio are guidelines only – the selected risk parameters may be exceeded and index comparisons may outperform their portfolio;
- Their portfolio's value is subject to a variety of factors, such as liquidity and volatility of the securities markets;
- The investment objective selected for the IM program is an overall objective for the entire account and may be inconsistent with a particular holding and the account's performance at any time;
- There may be a higher level of risk with inverse ETFs because to accomplish their objectives, they may pursue a range of investment strategies through the use of swaps, futures contracts and other derivative instruments; and
- Achievement of the stated investment objective is a long-term goal for the account.

The Advisor provides customized investment programs to address clients' specific issues, within their specific time horizon and considering their personal tolerance for risk.



Once a client adopts this personalized investment strategy as their own, we provide the discipline. This process is a continuous cycle with Advisor that, through regular reviews, adapts to the changes in the client's life.

The Advisor's advisory services include portfolio management, financial planning, and consulting services. The Advisor's ADV Part 2A Brochure provides information about the Advisor and its advisory services.

The Advisor provides advisory services for the following types of investments: equity securities, warrants, options, debt securities, REITs, mutual funds, closed end funds, exchange traded funds, unit investment trusts, private placements, limited partnerships, structured products, alternative investments, annuities and life insurance contracts.

### Performance-Based Fees

The Advisor does not accept performance-based fees, which are fees based on a share of capital gains or appreciation of the assets of a client.

### Side-By-Side Management

Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

The Advisor does not participate in side-by-side management.

### Voting Client Securities

The Advisor does not vote proxies on behalf of client securities. Clients maintain exclusive responsibility for: (i) directing the manner in which proxies solicited by issuers of securities they beneficially own will be voted, and (ii) making all elections relative to mergers, acquisitions, tender offers, bankruptcy proceedings or other types of events pertaining to the client's investments.

The Advisor does not render advice to or take any actions on behalf of clients with respect to any legal proceedings, including bankruptcies and shareholder litigation, to which any securities or other investments held in client accounts, or the issuers thereof, become subject, and does not initiate or pursue legal proceedings, including without limitation shareholder litigation, on behalf of clients with respect to transactions, securities or other investments held in client accounts. The right to take any actions with respect to legal proceedings, including shareholder litigation, with respect to transactions, securities or other investments held in a client account is expressly reserved to the client.

## **Item 7 Client Information Provided to Portfolio Managers**

The Advisor obtains the client's financial information, risk tolerance and investment objectives to determine the investments in the client's IM account. The Advisor will contact the client periodically to review the client's IM program and determine whether there have been any changes to the client's situation.

## **Item 8 Client Contact with Portfolio Managers**

No restrictions are placed on a client's ability to contact and consult with the Advisor regarding the IM program.

## Item 9 Additional Information

### Disciplinary Information

Registered investment advisors are required to disclose specific information related to certain legal or regulatory events that may be material to choosing an advisor. The Advisor and its Covered Persons have not been the subject of any material legal or disciplinary proceedings.

### Other Financial Industry Activities and Affiliations

Certain investment advisor representatives (“IAR”) of the Advisor are Dually Registered Persons. LPL Financial is a broker-dealer that is independently owned and operated and is not affiliated with the Advisor. Please refer to Item 12 for a discussion of the benefits the Advisor may receive from LPL Financial and the conflicts of interest associated with receipt of such benefits.

For non-advisory accounts held at LPL, a Flaharty Asset Management, LLC IAR receives commissions on securities transactions as a registered representative because of their affiliation with LPL. Notwithstanding the IARs’ affiliation with LPL, the Advisor is solely responsible for the investment advice rendered. Further, IARs do not earn commissions on the sale of securities or investment products recommended or purchased in advisory accounts. Advisory services are provided separately and independently of the brokerage services the IARs offer through LPL unless otherwise disclosed.

Certain IARs are insurance licensed in one or more states and may recommend the purchase of insurance products through an affiliated company of LPL or the Advisor. Such IARs may receive commissions for the sale of such insurance products.

Flaharty Insurance, LLC is an insurance agency that sells fixed life, fixed annuity and health insurance. Insurance products may be recommended to a client and are not offered through the Advisor. An IAR may receive commissions on Flaharty Insurance, LLC related transactions as an affiliated agent. Notwithstanding the IARs’ affiliation with Flaharty Insurance, LLC, the Advisor is solely responsible for the investment advice rendered. Advisory services are provided separately and independently of the insurance services the IARs offer through Flaharty Insurance unless otherwise disclosed.

Certain associated persons of the Advisor are registered representatives of LPL. As a result of this relationship, LPL may have access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about the Advisor's clients, even if the client does not establish any account through LPL. If you would like a copy of the LPL Financial privacy policy, please contact Cindy Smith at (727) 252-1050 or csmith@flahartyllc.com.

### Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Flaharty Asset Management, LLC has adopted a Code of Ethics (“Code”) pursuant to industry standards. The Code is predicated upon serving the best interest of our clients. All Covered Persons must at all times reflect the professional standards expected of those engaged in the investment advisory business, and shall act within the spirit and the letter of the federal, state and local laws and regulations pertaining to investment advisors and the general conduct of business.

These standards require all personnel to be judicious, accurate, objective and reasonable in dealing with both clients and other parties so that their personal integrity is unquestionable.

The Code of Ethics is certified annually with Covered Persons of the Firm. For a copy of the Code of Ethics, a written request should be sent to 311 Park Place Blvd., Ste 150, Clearwater, FL 33759, Attention: T. Gregory Reymann II.

On occasion, the Advisor may buy or sell securities that it recommends to clients or may recommend securities transactions in which the Advisor or its Covered Persons has some financial interest. This practice would create a conflict of interest if the transactions were structured to trade on the market causing an impact on recommendations made to the Advisor's clients. The Chief Compliance Officer reviews Covered Persons' personal transactions quarterly. The Advisor's Code of Ethics requires pre-approval of personal transactions in some cases. The Advisor believes that it has adopted sufficient controls so that personal transactions are consistent with advice given to clients.

#### Review of Accounts

The client's custodian broker-dealer will deliver account statements at least quarterly that include a summary of clients' accounts' performance. Portfolio performance summaries provide historical information regarding a client's investments and should not be relied upon as predictive of future performance.

The value of securities held in a client's portfolio will be valued by the custodian, broker-dealer, or other investment vendor. Some investments, such as alternative investments or private placements, values are based upon the value provided by the investment's manager which may be monthly, quarterly, but not less than annually; often these values are estimates made by the alternative investment's manager and may not be the liquidation value.

The CIO reviews client account activity no less than quarterly. The level of review is determined by the complexity of the portfolio at the discretion of the Advisor's CEO. Other factors that may trigger review are changes in economic or market conditions, and individual client situations.

#### Client Referrals and Other Compensation

The Advisor pays referral fees to and enters into solicitation arrangements with third parties ("Solicitors") to offer the Advisor's advisory services or programs. The Advisor enters into referral agreements with Solicitors pursuant to Rule 206(4)-1 of the Investment Advisers Act of 1940. The Advisor will compensate the Solicitor directly if a client enters into a relationship with the Advisor. This compensation is made up of a portion of the advisory fee the Advisor charges the client, which may be up to 50% of the investment advisory fee the Advisor receives. A Solicitor will provide the client with a statement disclosing the terms of the Solicitor's arrangement with the Advisor.

The Advisor and/or its Dually Registered Persons are incented to join and remain affiliated with LPL Financial and to recommend that clients establish accounts with LPL Financial through the provision of Transition Assistance (discussed in ADV Part 2A and the IAR's ADV Part 2B Brochure Supplement).

In connection with the transition of the Advisor's clients to the LPL Financial custodial platform and/or its Dually Registered Persons, from time to time, the Advisor will receive financial transition support for new representative transitions from LPL Financial in the form of a transition credit. The transition credits received

by the Advisor in connection with these new client relationships are in the form of upfront cash payments. The amount of the upfront cash payment represents a substantial payment. Such payments are generally based on the size of a transitioning Dually Registered Person's business established at their prior firm and assets expected to be under custody on the LPL Financial platform. As a result, the Advisor has a financial incentive when it hires new Dually Registered Persons that recommend that clients establish accounts with LPL Financial. This financial incentive creates a conflict of interest in connection with new Dually Registered Persons' recommendations of LPL Financial.

LPL also provides other compensation to the Advisor and its Dually Registered Persons, including but not limited to, bonus payments, repayable and forgivable loans, stock awards and other benefits. The receipt of any such compensation creates a financial incentive for Dually Registered Persons to recommend LPL Financial as custodian for the assets in their clients' advisory accounts. The Advisor encourages clients to discuss any such conflicts of interest with its IARs before making a decision to custody their assets at LPL Financial.

The Advisor also provides additional compensation to its employees for the referral of clients. This financial incentive creates a conflict of interest in connection with employee referrals to the Advisor.

The Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a potential conflict of interest.

#### Research & Other Soft Dollar Benefits

Clients establish brokerage accounts with LPL Financial LLC ("LPL") to maintain custody of clients' assets and to effect trades for their accounts. LPL is not affiliated. LPL Financial provides brokerage and custodial services to independent investment advisory firms, including the Advisor. For the Advisor's accounts custodied at LPL Financial, LPL Financial is compensated by clients through commissions, trails, or other transaction-based fees for trades that are executed through LPL Financial or that settle into LPL Financial accounts. For IRA accounts, LPL Financial generally charges account maintenance fees. In addition, LPL Financial also charges clients miscellaneous fees and charges, such as account transfer fees.

LPL also makes available to the Advisor other products and services that benefit the Advisor but may not directly benefit its clients' accounts. Many of these products and services may be used to service all or some substantial number of clients' accounts, including accounts not maintained at LPL.

Services provided by LPL to the Advisor may include research (including mutual fund research, third-party research, and LPL's proprietary research), brokerage, custody, and access to mutual funds and other investments that are available only to institutional investors or would require a significantly higher minimum initial investment. In addition, LPL makes available software and other technologies that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution, provide research, pricing information, quotation services, and other market data, assist with contact management, facilitate payment of fees to the firm from client accounts, assist with performance reporting, facilitate trade allocation, and assist with back-office support, record-keeping, and client reporting. LPL also provides access to financial planning software, practice management consulting support, best execution assistance, consolidated statements assistance, marketing and educational materials, technological and information technology support, and LPL corporate discounts. Many of these services may be used to service all or a substantial number of the Advisor's accounts, including accounts not maintained at LPL.

LPL provides the Advisor with other services intended to help the Advisor manage and further develop its business. Some of these services assist the Advisor to better monitor and service program accounts maintained at LPL Financial, however, many of these services benefit only the Advisor, for example, services that assist the Advisor in growing its business. These support services and/or products may be provided without cost, at a discount, and/or at a negotiated rate, and include practice management-related publications; consulting services; attendance at conferences and seminars, meetings, and other educational and/or social events; marketing support; and other products and services used by the Advisor in furtherance of the operation and development of its investment advisory business. LPL may also provide other benefits such as educational events or occasional business entertainment of the Advisor's personnel.

In evaluating whether to recommend that clients custody their assets at LPL, the Advisor may take into account the availability of some of the foregoing products, services, and other arrangements as part of the total mix of factors it considers and not solely the nature, cost or quality of custody and brokerage services provided by the client's broker-dealer, which may create a potential conflict of interest.

The Advisor addresses this conflict by conducting quarterly reviews of a sampling of execution quality and annual reviews of commission rates, trade error rates, quality of client reporting, block trading, reputation, and financial strength of the broker-dealer. The quarterly and annual reviews include a comparison to other industry participants offering the same or similar services.

### Custody

The Advisor has custody of clients' funds to the extent that it has the ability to deduct fees from clients' accounts. Neither the Advisor nor its associated persons will hold client assets or accept delivery of the client's securities or funds in the name of the Advisor or its associated person.

The Advisor is deemed to have custody when clients authorize us via standing letters of instruction to direct funds to third-parties from their custodial accounts. In connection with standing letters of instruction a client must provide signed written instruction to the custodian to direct transfers to a third party, which the client may instruct the custodian to terminate or change at any time. The Advisor has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction. The custodian will verify the instruction with an initial notice, provide the client with a transfer of funds notice promptly after each transfer, and an annual notice reconfirming the instruction. The Advisor and its affiliates may not accept funds in connection with standing letters of instruction, nor may funds be delivered to locations where the Advisor or its affiliates conduct business.

The custodian will send account statements to clients at least quarterly. Account statements should be carefully reviewed. The Advisor urges clients to compare statements received from the client's broker-dealer or any other custodians with any reports the Advisor may provide. If there are any differences, please contact the Advisor immediately for resolution.

### Financial Information

The Advisor has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to its clients nor has it been the subject of a bankruptcy proceeding.