

# LYNNLEIGH & COMPANY

## Form ADV Part 2A – Disclosure Brochure

**Effective:** March 28, 2024

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of LynnLeigh & Company, LLC (“LynnLeigh” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (585) 623-5970.

LynnLeigh is a registered investment advisor located in the State of New York. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about LynnLeigh to assist you in determining whether to retain the Advisor.

Additional information about LynnLeigh and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # **285044**.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplements provide information about advisory personnel of LynnLeigh.

LynnLeigh believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. LynnLeigh encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

This item of the Brochure summarizes material changes that have been made to the Brochure since our amendment dated March 31, 2023.

As part of this annual update, this Brochure was revised to reflect the following material changes:

- Item 4E was revised to update assets under management as of December 31, 2023.
- Page 10 - Other Financial Industry Activities and Affiliations - Participant Account Management was added to disclose our use of a third party platform to facilitate Management of held away Assets.
- Page 13 - Client Referrals and Other Compensation - Part B Client Referrals from Solicitors was removed as the relationship with SmartAdvisor no longer exists.

*Clients are encouraged to review the brochure in its entirety.*

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # **285044**. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (585) 623-5970.

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## Item 4 – Advisory Business

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### A. Firm Information

LynnLeigh & Company, LLC (“LynnLeigh” or the “Advisor”) is a Registered Investment Advisor located in the State of New York, which is organized as a Limited Liability Company (LLC). LynnLeigh was founded in July 2016, and is owned and operated by Rebecca Gillette and Kelly Olczak. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by LynnLeigh.

Our firm offers services through our network of investment advisor representatives (“Advisor Representatives” or “IARs”). IARs may have their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials or client statements. The Client should understand that the businesses are legal entities of the IAR and not of our firm LynnLeigh & Company, LLC. The IARs are under the supervision of our firm LynnLeigh & Company, LLC, and the advisory services of the IAR are provided through our firm LynnLeigh & Company, LLC.

### B. Advisory Services Offered

LynnLeigh offers wealth management services to individuals, high net worth individuals, trusts, estates in the State of New York and other states (each referred to as a “Client”).

#### Wealth Management Services

LynnLeigh may provide Clients with wealth management services, which generally includes a broad range of comprehensive financial planning and consulting services in connection with discretionary management of investment portfolios. These services are described below.

#### Investment Management Services

LynnLeigh provides customized wealth management solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Portfolios are chosen after taking into consideration such things as a Client’s risk profile, the time horizon, income needs as well as their unique tax situation. The portfolio management process is based on key pillars of our investment philosophy that includes research-based decisions with a focus on quality while leveraging long term trends supported by key data. LynnLeigh will then either construct a portfolio or place the Client into a model portfolio. Portfolios constructed by the Advisor and model portfolios both consist of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”). The Advisor may also utilize individual stocks, bonds or corporate debt securities. The Advisor may retain certain types of investments based on a Client’s legacy portfolio construction.

LynnLeigh’s investment strategy[ies] is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. LynnLeigh will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

LynnLeigh evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. As part of this process, we may purchase research from other investment adviser firms, including the model portfolio holdings and recommendations of those firms. We may choose to follow or not follow those models and recommendations. LynnLeigh may recommend, on occasion, redistributing investment allocations to diversify its client portfolios. LynnLeigh may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. LynnLeigh may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will LynnLeigh accept or maintain custody of a Client's funds or securities, except for authorized deduction of the Advisor's fees. All Client assets will be managed within their designated brokerage account or pension account, pursuant to the Client wealth management agreement. Please see Item 12.

#### Financial Planning Services

LynnLeigh will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. LynnLeigh may also refer clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to effect the transaction through the Advisor.

#### **C. Client Account Management**

Prior to engaging LynnLeigh to provide wealth management services, each Client is required to enter into a Wealth Management Agreement with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – LynnLeigh, in connection with the Client, may develop a statement that summarizes the Client's investment goals and objectives along with the broad strategy[ies] to be employed to meet the objectives.
- Asset Allocation – LynnLeigh will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction/Model Portfolio – LynnLeigh will either develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client or place Client assets in a model portfolio that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Investment Management and Supervision – LynnLeigh will provide investment management and ongoing oversight of the Client's relationship's investment portfolio.

**D. Wrap Fee Programs**

LynnLeigh does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by LynnLeigh.

**E. Assets Under Management**

The firm has \$112,317,737 in discretionary assets under management as of December 31, 2023. Clients may request more current information at any time by contacting the Advisor.

**Item 5 – Fees and Compensation**

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

**A. Fees for Advisory Services**Wealth Management Services

For Clients engaged in comprehensive wealth management services, the Client may be charged a single combined fee for investment management and financial planning services based on the market value of assets under management.

All fees are negotiable. LynnLeigh & Company, in its sole discretion, may require a greater fee than the maximum amount set forth in the fee schedule below, in the event that the Firm deems the account size, complexity, service to be provided or other factors to warrant a higher fee. The firm also reserves the right to negotiate a lesser management fee with certain clients based upon any of a number of criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, pro-bono activities, etc.).

In limited circumstances, the firm may also provide these services for a fixed fee which will be negotiated on a case-by-case basis. In addition, certain clients of the Firm may pay more than the fee listed below.

Wealth management fees are paid monthly in arrears pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of each calendar month using average daily balance. Wealth management fees are based on the following schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
\$0 to \$500,000	Up to 1.50%
\$500,001 to \$1,000,000	Up to 1.25%
\$1,000,001 to \$2,500,000	Up to 1.00%
\$2,500,001 to \$5,000,000	Up to 0.90%
Over \$5,000,000	Up to 0.80%

**B. Fee Billing**Wealth Management Services

Wealth management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The amount due is calculated by applying the average daily rate to the total assets under management with LynnLeigh at the end of each month. Any Financial Institutions recommended by LynnLeigh & Company have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to LynnLeigh & Company. Alternatively, clients may elect to have LynnLeigh & Company send an invoice for payment. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting LynnLeigh to be paid directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

**C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than LynnLeigh, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. The wealth management fee charged by LynnLeigh is separate and distinct from these custodian and execution fees.

In addition, all fees paid to LynnLeigh for wealth management services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of LynnLeigh, but would not receive the services provided by LynnLeigh which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by LynnLeigh to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

**D. Payment of Fees and Termination**Wealth Management Services

LynnLeigh is compensated for its services in arrears of the month in which wealth management services are rendered. Either party may terminate the wealth management agreement by providing advance written notice to the other party. The Client may terminate the wealth management agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior approval.

**E. Compensation for Sales of Investment Products**

Advisory Persons may also be licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. 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. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

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

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LynnLeigh does not provide any services for performance-based compensation (i.e., fees assessed based on a share of capital gains on or capital appreciation of a client's assets). Consequently, LynnLeigh & Company does not engage in side-by-side management of accounts. The fees charged by LynnLeigh are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

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**Item 7 – Types of Clients**

LynnLeigh offers wealth management services to individuals, high net worth individuals, trusts, estates and retirement plans in State of New York and other states. The percentage of each type of Client is available on LynnLeigh's Form ADV Part 1A. These percentages may change over time and are updated at least annually by the Advisor. LynnLeigh generally does not impose a minimum account size for establishing a relationship.

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

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### **A. Methods of Analysis**

LynnLeigh primarily employs a fundamental, technical, cyclical, and charting analysis methods in developing investment strategies for its Clients. Research and analysis from LynnLeigh is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that LynnLeigh will be able to accurately predict such a reoccurrence.

Cyclical analysis is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that LynnLeigh is recommending. The risks with cyclical analysis are similar to those of technical analysis.

Charting analysis utilizes various market indicators as investment selection criteria. These criteria are generally pricing trends that may indicate movement in the markets. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the technical and charting analysis may lose value and may have negative investment performance. The Advisor monitors these market indicators to determine if adjustments to strategic allocations are appropriate.

As noted above, LynnLeigh generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. LynnLeigh will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, LynnLeigh may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

### **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. LynnLeigh will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".



Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the potential speculative components of the Advisor's strategy:

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

#### Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

#### Cybersecurity Risk

Cybersecurity risk is the risk related to unauthorized access to the systems and networks of LynnLeigh and its service providers. The computer systems, networks and devices used by LynnLeigh and service providers to us and our clients to carry out routine business operations employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches. Despite the various protections utilized, systems, networks or devices potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach. Cybersecurity breaches can include unauthorized access to systems, networks or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. Cybersecurity breaches may cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or other compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issues of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers and other financial institutions; and other parties. In addition, substantial costs may be incurred by those entities in an effort to prevent any cybersecurity breaches in the future

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## **Item 9 – Disciplinary Information**

**There are no legal, regulatory or disciplinary events involving LynnLeigh or any of its management persons.** LynnLeigh values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD # **285044**.

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

LynnLeigh & Company is required to disclose any relationship or arrangement that is material to its advisory business or to its clients with certain related persons. The Firm has described such relationship below.

**Insurance Agency Affiliations**

Certain Advisory Persons are also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from one's role with LynnLeigh. As an insurance professional, Advisory Persons may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Advisory Persons or the Advisor.

**Solicitation Agreements**

LynnLeigh has arrangements in place with certain third parties whereby LynnLeigh provides compensation for client referrals. Specifically, LynnLeigh has entered into a solicitation agreement with LVW Advisors, pursuant to which LVW Advisors would be compensated for referrals. LVW Advisors provides services including research, investment and wealth management, financial planning and consulting to high net-worth individuals, trusts, estates, private foundations, and business entities.

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Solicitation arrangements inherently give rise to potential conflicts of interest because LVW Advisors receives an economic benefit for the recommendation of advisory services. LVW Advisors addresses these conflicts through this disclosure. If a client is introduced to LynnLeigh by LVW Advisors, LynnLeigh has agreed to pay LVW a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any referral fees incurred for successful solicitations are paid solely from LynnLeigh investment management fee, and do not result in any additional charge to the client.

If LVW Advisors introduces a client to LynnLeigh, LVW Advisors is required to provide the client with a copy of LynnLeigh written disclosure brochure which meets the requirements of Rule 204-3 of the Advisers Act, and a copy of LVW Advisors' disclosure statement containing the terms and conditions of the solicitation arrangement, including the compensation LVW is to receive.

The above listed referral arrangements present conflicts of interest to the extent that LynnLeigh and/or personnel of LynnLeigh are incentivized to make recommendations to these firms based on the referral fees to be paid and/or any other indirect benefit being received. As part of LynnLeigh's fiduciary duty to its clients, LynnLeigh and its personnel endeavor at all times to put the interest of clients first, and recommendations will only be made to the extent that they are reasonably believed to be in the best interests of the client. Additionally, the conflicts presented by these practices are disclosed to clients through this Brochure. Clients are not obligated to utilize any of the services offered through any of the above listed firms. Clients have the option to utilize insurance, advisory and other services through firms other than those listed above. Furthermore, clients should understand that lower fees for comparable services may be available from firms other than those listed above.

**Participant Account Management (Discretionary) -**

We use a third party platform to facilitate management of held away assets such as defined contribution plan participant accounts, with discretion. The platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the platform. Once Client account(s) is connected to the platform, Adviser will review the current account allocations. When deemed necessary, Adviser will re-balance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time, minimize loss during difficult markets, and manage internal fees that harm account performance. Client account(s) will be reviewed at least quarterly and allocation changes will be made as deemed necessary.

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

LynnLeigh has adopted a Code of Ethics (the “Code”) that defines our fiduciary commitment to each Client. In accordance with Section 204A of the Advisors Act, its Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information by LynnLeigh & Company or any of its associated persons. This Code of Ethics applies to the supervised persons or any of its associated persons of LynnLeigh. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. LynnLeigh owes a duty of loyalty, fairness and good faith towards each Client. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest.

The Code of Ethics also requires Associated Persons to report any violations of the Code of Ethics promptly to LynnLeigh & Company Advisors’ Chief Compliance Officer. Each Associated Person receives a copy of the Code of Ethics and any amendments to it and must acknowledge in writing having reviewed the materials.

To request a copy of our Code of Ethics, please contact us at (585) 623-5970.

**B. Personal Trading with Material Interest**

LynnLeigh & Company Advisors' and persons associated with LynnLeigh & Company (“Associated Persons”) are permitted to buy or sell securities that it also recommends to clients consistent with the Firm’s policies and procedures. LynnLeigh does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. LynnLeigh does not have a material interest in any securities traded in Client accounts.

**C. Personal Trading in Same Securities as Clients**

LynnLeigh allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, we may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by LynnLeigh by conducting a coordinated review by the CCO of personal accounts of its access persons and the accounts of the Clients. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

**D. Personal Trading at Same Time as Client**

While LynnLeigh allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will LynnLeigh transact in any security to the detriment of any Client.**

## Item 12 – Brokerage Practices

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### A. Recommendation of Custodian[s]

LynnLeigh does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services. The Client will select the broker-dealer or custodian (herein the "Custodian") to safeguard Client assets and authorize LynnLeigh to direct trades to this Custodian as agreed in the wealth management agreement. Further, LynnLeigh does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

LynnLeigh routinely recommends Charles Schwab & Co., Inc. Advisor Services.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **LynnLeigh does not participate in soft dollar programs sponsored or offered by any broker-dealer.**

**2. Brokerage Referrals** - LynnLeigh does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where LynnLeigh will place trades within the established account[s] at the custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). LynnLeigh will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated Custodian.

### B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. LynnLeigh will execute its transactions through an unaffiliated broker-dealer selected by the Client. LynnLeigh may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

## Item 13 – Review of Accounts

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### A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Ms. Gillette, Chief Compliance Officer of LynnLeigh. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

### B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify LynnLeigh if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

**C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the trustee or Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

**Item 14 - Client Referrals and Other Compensation****A. Compensation Received by LynnLeigh**

LynnLeigh does not receive commissions or other compensation from product sponsors, broker-dealers or any unrelated third party. LynnLeigh may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, LynnLeigh may receive non-compensated referrals of new Clients from various third-parties.

**Item 15 – Custody and Brokerage Costs**

As stated above, LynnLeigh & Company Advisors' Agreement and/or the separate agreement with any financial institution may authorize LynnLeigh & Company through such financial institution to debit the client's account for the amount of the Firm's advisory fee and to directly remit that management fee to the Firm in accordance with applicable custody rules.

The financial institutions recommended by LynnLeigh & Company have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to the Firm.

For our clients' accounts it maintains, Charles Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Schwab also charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you may pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account.

Schwab Advisor Services (formerly called Schwab Institutional) is Schwab's business serving independent investment advisory firms like us. They provide us and our clients with access to its institutional brokerage – trading, custody, reporting and related services – many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts while others help us manage and grow our business. Below is a more detailed description of Schwab's support services.

**Services that Benefit you:** Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of clients' assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

**Services that May Not Directly Benefit You:** Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or sum substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

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

As stated above, LynnLeigh & Company's Wealth Management Agreement and/or the separate Agreement with any Financial Institution may authorize LynnLeigh & Company through such Financial Institution to debit the client's account for the amount of the Firm's fee and to directly remit that management fee to the Firm in accordance with applicable custody rules. All Clients must place their assets with a qualified custodian. Clients are required to select their own custodian to retain their funds and securities and direct LynnLeigh to utilize that custodian for the Client's security transactions. Clients should review statements provided by the account custodian and compare to any reports provided by LynnLeigh to ensure accuracy, as the custodian does not perform this review. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

The Financial Institutions recommended by LynnLeigh & Company have agreed to send a statement to the client, at least quarterly, indicating the amounts disbursed from the account including the amount of management fees and/or planning fees paid directly to the Firm. In addition, LynnLeigh also sends periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the Financial Institution and compare them to those received from the Firm.

#### **Item 16 – Investment Discretion**

LynnLeigh generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by LynnLeigh. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of a wealth management agreement containing all applicable limitations to such authority. All discretionary trades made by LynnLeigh will be in accordance with each Client's investment objectives and goals.

#### **Item 17 – Voting Client Securities**

LynnLeigh does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

#### **Item 18 – Financial Information**

Neither LynnLeigh, nor its management, have any adverse financial situations that would reasonably impair the ability of LynnLeigh to meet all obligations to its Clients. Neither LynnLeigh, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. LynnLeigh is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

We are required to disclose any financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. LynnLeigh & company, LLC is voluntarily disclosing that the firm obtained a loan of \$48,000 under the Paycheck Protection Program (PPP) in April, 2020. We believe this was a prudent measure to ensure we had access to working capital at favorable terms during a period of high economic uncertainty. However, at no time has our ability to meet our commitments to our clients been impaired. Because the primary purpose of the PPP was to help businesses keep their workforce employed, the proceeds are intended to be used to pay employees' salaries, including the salaries of employees who provide investment advisory services. We expect to meet the conditions for forgiveness of the loan under the terms of the PPP.



**Privacy Policy**

Effective Date: April 30, 2020

**Our Commitment to You**

LynnLeigh & Company, LLC ("LynnLeigh" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. LynnLeigh (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

LynnLeigh does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

**Why you need to know?**

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

**What information do we collect from you?**

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

**What Information do we collect from other sources?**

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

**How do we protect your information?**

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

**How do we share your information?**

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> LynnLeigh does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where LynnLeigh or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b> LynnLeigh does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

**Changes to our Privacy Policy**

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

**Any Questions?**

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (585) 623-5970.