

**Firm Brochure**  
**(Part 2A of Form ADV)**

**SIIMPL, LLC**

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This brochure provides information about the qualifications and business practices of SIIMPL LLC, (herein “SIIMPL” or the “Firm”) If you have any questions about the contents of this brochure, please contact us at: 844-474-4675. 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.

SIIMPL, LLC, is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information you may use in determining whether to hire or retain an Adviser.

Additional information about SIIMPL, LLC, is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## ITEM 2 MATERIAL CHANGES

Initially, we will provide you with this brochure which highlights information about our qualifications, business practices, and potential conflicts of interest. Thereafter, on an annual basis, if there have been any material changes to the information in the brochure during the previous year, we will provide you with one of the following:

- An updated annual brochure along with a summary of material changes which will be provided within 120 days of the close of our business fiscal year. Our business fiscal year-end is December 31st.
- A summary of material changes within 120 days of the close of our business fiscal year-end that includes an offer to provide a copy of the full annual updated brochure and information on how you may obtain the brochure from us.

Throughout any calendar year, we will also provide you with an updated interim amendment to our brochure under the following circumstances:

- We report any new information in response to Item 9 of Part 2A regarding disciplinary information about the firm or any of its management personnel.
- Any material change that could affect the relationship between you and us.

We will provide, *free of charge*, a new brochure any time at your request, or as may become necessary based on material changes as outlined above.

You may request our brochure by contacting our office at 844-474-4675. You may also receive this and any other disclosure documents via electronic delivery, where allowed, by requesting from us and then signing and returning to us an authorization to deliver disclosure and other documents electronically.

Additional information about SIIMPL, LLC is also available via the SEC's web site at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with our firm who are registered, or are required to be registered, as investment adviser representatives of SIIMPL, LLC.

There have been no material changes since the last update.

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## **ITEM 4    ADVISORY BUSINESS**

The Firm is an SEC-registered investment adviser with its principal place of business located in Minnesota. The Firm was established in 2020. The Firm has not yet commenced investment operations. As such the information provided herein is tentative and may change once investment operations commence. All information will be updated prior to the Firm commencing actual investment operations.

Principal shareholders owning more than 25% of our firm include:

- Kevin Miller, Sole Member, Chief Investment Officer

As used in this brochure, the words “we,” “our” and “us” and “SIIMPL” refer to SIIMPL, LLC and the words “you”, “your”, and “RIA” refer to you as either a client or prospective client of our Firm. The term “RIA Client(s)” refers to a client of the RIA for whom the RIA has entered into a contractual agreement and has responsibility, either on a non-discretionary or discretionary basis, for investing all or a portion of that RIA Client’s assets.

### **Investment Management Services**

Our Firm provides investment advice and investment management services in an advisory or sub-advisory capacity, and on a non-discretionary basis, only to other registered investment advisors (“RIA” or “RIAs”).

The service provided by SIIMPL is a wealth management tool for use by RIAs or their RIA Clients to create a personalized target based strategy designed specifically for use with the Evaluator RMS Funds (“Evaluator”, “Evaluator Funds”, or “Funds”), a group of open-end mutual funds managed by an affiliated advisor of SIIMPL, Systelligence, LLC.

The RIA Client will identify several parameters in creating their personalized target-date strategy and will communicate that information to their RIA. This will include when the RIA Client will start spending the money invested, how many annual payouts are required by the RIA Client, and the risk tolerance level of the RIA Client. Once these parameters are identified they are entered into the SIIMPL application. SIIMPL will separate the assets into the desired number of annual payout sleeves. Assets within each payout sleeve will be automatically transitioned into a less volatile investment as that sleeve’s liquidation date approaches, again in accordance with the instructions provided by the RIA or RIA Client. The investments offered through the Evaluator Funds include six mutual funds, each a fund of funds, that offers a different investment strategy ranging from Very Conservative to Aggressive Growth.

For each RIA or RIA Client, we will take the instructions provided to us as determined by you directly or your RIA Client indirectly through you and will establish the target date investment parameters for each RIA Client. Each RIA will establish firm-level default settings, and then adjust the controls to meet each individual RIA Client’s investor suitability.

The RIAs can make deposits and choose one of two Deposit Allocation methodologies for the RIA Client. The first is using the Pro Rata methodology. Using this method deposits are allocated equally across the total number of payout sleeves requested for the RIA Client. The second methodology is the Manual methodology, meaning the deposits can be allocated across multiple phases (maximum of 6). The RIA/RIA Client can select the number of phases, the number of years in each phase, and the

percentage of assets paid out within each phase. Each phase represents a period of time.

The RIA and the RIA Client will make all decisions with respect to the above referenced phases and the risk tolerance of the RIA Client. Once those decisions are made, the RIA Client's assets will be invested in the Evaluator Funds in accordance with the RIA and RIA Client's instructions and allocated accordingly based on the target parameters selected. Again, the Evaluator Funds are managed by Systelligence, LLC, an affiliated investment advisor of SIIMPL.

SIIMPL does not have discretionary authority. SIIMPL only acts in a non-discretionary manner and will make the initial investments in the Evaluator Funds in accordance with the RIA's direction for its RIA Client(s). Subsequent investments will be allocated in accordance with the RIA Client's instructions to the RIA which are conveyed to SIIMPL. Directions for the investments initiated by the RIA on behalf of the RIA Client will be communicated by SIIMPL in accordance with the strategy employed by the RIA for its RIA Client. Subsequent investments will be allocated based on the phase and the RIA's instructions on behalf of its RIA Client. The RIA may contact us and direct changes to any of its RIA Client's investments as may be allowed in the investment management agreement between you and the Firm.

As part of our on-going responsibility, we may request additional information from you with respect to our relationship with you. If either you or we feel that we can no longer provide the level of service you require, the investment management agreement can be terminated with notice, as detailed in your individual investment management agreement with us.

As the investments are directed by the RIA for its RIA Clients, we do not continuously monitor the underlying securities in any individual RIA Client portfolio. That is the responsibility of the RIA. Each portfolio of the Evaluator Funds is monitored regularly by the investment advisor to the Evaluator Funds, Systelligence, LLC.

Most investments involve some risk. Investments will only be implemented for you on behalf of your RIA Client consistent with the parameters you have chosen for your RIA Client. You are responsible for determining the suitability of any investments to be made on behalf of your RIA Client, as well as any due diligence required regarding the risk tolerance of your RIA Client.

## **Amount of Managed Assets**

As of 03/26/2024, the Firm has not yet commenced operations and does not have any assets under management.

## **ITEM 5 FEES AND COMPENSATION**

### **Investment Management Services**

#### Separate Accounts

The Firm only manages separate accounts for RIAs. An RIA may establish a separate account for each of its RIA Clients. We will have no contact with the RIA Client. All communications with the RIA Client are the responsibility of the RIA. Our annual fee for Investment Management Services for each separate account established by an RIA is based upon a percentage of assets under management. While the fees you are charged may vary depending on other criteria outlined within this section, generally, the fee schedule is as follows:

#### Client Type/Assets Under Management/Fees

|   |                   |
|---|-------------------|
| FBD Asset Mgmt (Affiliated Advisor to SIIMPL) | <i>Annual Fee</i> |
| All Assets                                    | 0.12% (12 bps)    |
| All other RIAs                                |                   |
| All Assets                                    | 0.24% (24 bps)    |

FBD Asset Mgmt is an affiliated advisor to SIIMPL and to Systelligence, LLC. As such we provide our affiliated advisor, FBD Asset Mgmt. with a preferential fee arrangement. All other RIAs will pay a higher fee as identified above versus that paid by our affiliated advisor.

The minimum asset level required for any account will be based on the minimum account opening size for each of the Evaluator Funds in accordance with each fund's prospectus. Subsequent investments will also be based on each Evaluator Fund's prospectus. The annual fee you will be charged is clearly identified in the investment management agreement between us. Your fee structure will never increase from the fee stated in your investment management agreement unless agreed to in writing by you and made a part of the original investment management agreement.

#### Investments in Our Affiliated Firm's Mutual Funds

The Firm only uses the Evaluator Funds, the proprietary funds of our affiliated investment advisor, Systelligence, LLC, when implementing the SIIMPL investment strategy you have chosen for your RIA Client. Systelligence, LLC, is an SEC registered investment advisor. Systelligence, LLC, manages six different mutual funds called The Evaluator Funds, as identified in Item #4 above. Each of these funds invests in other non-affiliated ETFs and mutual funds using a fund of funds arrangement.

When you and our Firm enter into an investment management agreement you are agreeing to the use of our affiliated firm's mutual funds as the sole investments in the SIIMPL strategy. In addition to the fee you will be paying SIIMPL, our affiliate, Systelligence, LLC, will also receive a management fee that is described in each Fund's prospectus. This fee will be paid to our affiliated firm in accordance with each fund's prospectus. In addition, when invested in our affiliated firm's mutual funds you or your RIA Client will indirectly bear a pro rata share of the fees, expenses, and charges described in each Fund's prospectus, including those of underlying mutual funds held by one of our affiliated firm's mutual funds. Such fees, expenses, and charges, depending on the share class used, may include, but are not limited to, 12b-1 fees, shareholder service fees, fees incurred for legal, audit, custodial services provided to the funds, and the cost of transactions effected for the funds such as brokerage and execution charges, markups, and commissions.

Because the funds for your RIA Clients will be originating from qualified plans such as IRA and 401k plans, the assets will be invested into the R4 share classes of the Evaluator Funds. The R4 Share class charges a higher total fee which includes a 25 bps (.25%) 12b-1 fee, but currently does not charge a per trade fee for every trade.

Shares outside of qualified retirement plans may be able to invest in the same shares at a lower cost. Investments in the R4 share class could result in a higher total cost, either in the form of a higher

investment management fee and other associated fees outlined in the previous paragraph, or in the form of a higher per trade fee paid to the broker. There may also be tax implications if you should choose to change from one share class to another. You should work with your tax advisor when contemplating any change in share class.

It is also important to know that if you choose to use the R4 share class, our Firm will not receive any portion of the 12b-1 fee. The 12b-1 fee will be for the benefit of the broker of your transactions. At no time will we invest your assets in the higher cost share class in order to secure any residual payment for the benefit of the Firm, such as the 12b-1 fee.

#### Fees When Investing in Our Affiliated Firm's Mutual Fund(s)

With your advance knowledge and approval, we will invest all your assets which are being managed as part of a separate account with our Firm, into one of our affiliated firm's mutual funds. In addition to the fee you will pay us as part of your investment management agreement with our Firm, which will be based on the total amount of assets in your Account(s) that we manage on your behalf, including our affiliated firm's mutual funds, you will also incur the expenses of our affiliated firm's mutual funds which will be deducted directly from the account balance of those funds.

### **Calculation and Payment of Management Fee**

Your fee will be calculated on a monthly basis and will be billed and paid in arrears. To calculate your fee, we take the value of all assets in your portfolio as of the last day of the preceding month. That amount is then multiplied by the fee percentage detailed in your investment management agreement, which results in an annualized fee. The annualized fee is divided by twelve to arrive at the monthly fee you will be charged.

Should either of us terminate this agreement for any reason, the fee shall be pro-rated for any portion of a month that we manage the portfolio. This prorated period would include any notice required to be given in accordance with your investment management agreement.

The fee that we charge you for the investment management of your assets is exclusive of, and in addition to, brokerage commissions, transaction fees, custodial fees, any other related costs and expenses, and the fees and expenses charged by our affiliated mutual funds. We do not receive any portion of the commissions, fees, and/or other costs and expenses.

We request that you authorize and direct the custodian of your account to pay our fees directly to us from the portfolio. However, it is your option to authorize this process and if you do not approve of the direct deduction from your account, we will submit periodic invoices directly to you or the custodian, as you request.

Our employees, their family members, and our proprietary accounts may be exempt from management fees charged by us to manage these accounts.

***Advisory Fees in General*** - Please note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

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

Our Firm does not charge performance-based fees or engage in Side-By-Side Management.

## ITEM 7 TYPES OF CLIENTS

Our Firm provides advisory services only to the following types of clients:

- Registered investment advisors

The Firm only manages separate accounts for RIAs. RIAs may open separate accounts on behalf of their RIA Clients. The Firm will not have any contractual arrangement or communication with any client of the RIA. We generally require a minimum opening account size in accordance with that required by each Evaluator Fund. This is a guideline only and any minimum account size can be waived, increased, or decreased at any time for any reason.

Examples of why we may choose to waive or decrease the minimum include; the value of all accounts we manage for you which are controlled by you; the anticipation of additional accounts you may open with us; or the level of complexity required to manage your account(s) is low.

***Grandfathering of Minimum Account and Fee Requirements*** – As this is a new advisory firm, we do not have any pre-existing advisory clients subject to any previous minimum account requirements and advisory fees established by the Firm. In time there may be new clients who are subject to new requirements. As such, existing clients established prior to those new requirements may continue under the requirements at the time they originally entered a relationship with our Firm. Therefore, it is important to understand that our Firm's minimum account requirements and fees can differ among clients.

## ITEM 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

### Methods of Analysis

We will work with you as you identify the investment strategy, risk level, time frame, etc., that your RIA Client seeks as part of the target date strategy utilizing SIIMPL. We can run various scenarios for you to review with your RIA Client at your discretion.

Investments within the Evaluator Funds utilize a sophisticated web-based analytical system that analyzes data received from Morningstar. The Evaluator software can look at over 40 objective criteria. Some of these criteria include 12b-1 fees, management tenure, Alpha, Beta, Sharpe Ratio, Standard Deviation, Up/Down Capture and many others. With the assistance of this software, our affiliated entity can evaluate those criteria to determine the most appropriate securities (other mutual funds and ETFs) to be held in each fund's portfolio. Depending on your initial parameters in SIIMPL, your account may be invested in any or all of the Evaluator Funds at some point during the life of your investment with SIIMPL.

***Mutual Fund/ETF Analysis*** – Through The Evaluator software, our affiliated entity can look at the experience and track record of each manager of an underlying mutual fund or ETF in any of the fund portfolios in an attempt to determine if that manager has demonstrated an ability to successfully invest over a period of time and in different economic conditions. Our affiliated entity also monitors the underlying funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy.

A specific risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to



replicate that success in the future. In addition, as neither our Firm or our affiliated entity controls the underlying investments in a fund or ETF, managers of different ETFs or mutual funds held by one of our affiliated firm's mutual funds may purchase the same security, increasing the risk to you if that specific security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of their fund or ETF, which could make the holding(s) less suitable for your RIA Client's portfolio.

***Risks For All Forms Of Analysis*** – The analysis we provide in creating the target date strategies may not have incorporated every known risk or unknown risk which could greatly impact the potential returns of any analysis we may provide you. Factors outside our control could also impact any potential returns or illustrations we provide you or that you may provide your RIA Client.

The securities analysis methods of our affiliate entity rely on the assumption that the investments they purchase and sell, the rating agencies that review the securities within the fund portfolios, and other publicly-available sources of information about the securities, are providing accurate and unbiased data.

While our affiliated entity tries to be aware of any indications that data may be incorrect, there is always a risk that their analysis, because of incorrect data, may be compromised, and therefore, incorrect. This may result in the poor performance of your RIA Client's investments or a loss of their principal.

## **Risk of Loss**

Investments in most any type of security involves the risk of loss. The types of risks that your RIA Client may experience using any of our strategies, including those of our affiliated entity includes, but may not be limited to;

- Loss of Principal Risk
- Interest Rate Risk
- Market Risk
- Inflation Risk
- Currency Risk
- Liquidity Risk
- Business Risk
- Financial Risk

**Past performance of any security does not guarantee future results.**

## **ITEM 9 DISCIPLINARY INFORMATION**

We are required to disclose any legal or disciplinary events that are material to your evaluation of our advisory business or the integrity of our investment management personnel.

The Firm and our investment management personnel have no reportable disciplinary events to disclose.

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

The Firm does not receive any additional compensation for services or products from any other entity,

with the exception of any management fees we might receive from our affiliated investment advisor, FBD Asset Mgmt., for providing them services on behalf of their RIA Clients. In addition, we do not receive any additional compensation for placing your assets in our affiliated mutual funds other than our regular fee you pay us based on the total assets under management with our Firm. We do not receive any 12b-1 fees or any percentage of the management fee or other fees you pay for the purchase of the affiliated funds as outlined in the prospectus of each fund.

Your investment management agreement to work with our Firm is conditioned upon using one or more of our affiliated firm's mutual funds as our specific strategy we implement is based on using those funds. We reserve the right to immediately terminate our relationship if we determine for any reason we cannot implement the strategy we recommend due to restrictions you may require or subsequently impose.

The sole member of our Firm is also the primary owner of two affiliated investment advisory firms, Systelligence, LLC, which is the advisor to our affiliated firm's mutual funds, The Evaluator Funds, and to the aforementioned FBD Asset Mgmt. In addition, this individual is also the owner of the software company, The Evaluator, LLC, that is utilized by our affiliated investment advisor, Systelligence, LLC, for the selection of the underlying mutual funds and ETFs in conjunction with their management of the Evaluator Funds.

In the future, if other conflicts were to arise regarding our current, or any new financial industry activities or affiliations, including the receipt of compensation from those sources, other than as already disclosed in this document, we would;

- Disclose in this section the existence of those material conflicts of interest, including the potential for our Firm and our employees to earn compensation in addition to our Firm's stated advisory fees;
- Disclose to you, as we have done in this section, that you are not obligated to purchase recommended investment products from our employees or affiliated companies;
- Require that our employees seek prior approval of any outside employment activity, other than has already been outlined herein, so that we may ensure that any conflicts of interests in such activities are properly addressed;
- Periodically monitor outside employment activities, other than those already identified herein, of our employees to verify that any conflicts of interest continue to be properly addressed by our Firm.

When you invest your assets with SIIMPL you will pay a fee to SIIMPL and will also pay a fee for the purchase of the Evaluator Funds as outlined in the prospectus. Our affiliated firm, Systelligence, LLC, will receive those fees.

## **ITEM 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

### **Code of Ethics**

Our Firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws. We believe that our Firm and its employees owe a duty of loyalty, fairness, and good faith towards all our clients and have an obligation to adhere not only to the specific provisions of our Code of Ethics but to the

general principles that guide the Code of Ethics.

The purpose of our Code of Ethics is to reinforce the fiduciary principles that govern the conduct of our Firm and the actions of our advisory personnel. Each member of the Firm is instructed to act in the best interests of all our clients, to avoid any real or potential conflicts of interest, and to conduct their personal activities with the utmost of integrity.

Our Code of Ethics has been distributed to all members of the Firm. The following is a summary of the policies contained in our Code of Ethics:

- Standards of Business Conduct
- Compliance with Federal Securities Law
- Review and/or Approval of Personal Securities Transactions for All Employees
- Obligation to Report Violations and Enforcement of Sanctions Where Necessary
- Annual Employee Certification Required if Material Changes Occur

Our Code of Ethics includes policies and procedures for the review of certain proposed transactions, quarterly securities reporting, initial and annual securities holdings reports that must be submitted by the Firm's Access Persons, and restrictions on the acceptance of significant gifts, including the reporting of certain levels of gifts and business entertainment items incurred or provided by our personnel. Our Code of Ethics also provides for oversight, enforcement, and recordkeeping provisions.

In addition, our Code of Ethics prohibits the use of material non-public information. We do not believe that we have any access to non-public information, however, employees are reminded that such information, if ever received, may not be used in any manner.

You may receive a free copy of our Code of Ethics by sending your request to [krebbeck@beaconcompliance.com](mailto:krbubeck@beaconcompliance.com), or by calling us at 913-239-0100.

## **Interest in Client Transactions**

Our Firm does not participate in Principal Trades or in Agency Cross transactions. Principal transactions are those where our Firm, acting on behalf of our own account, buys or sells a security to you or another client. An Agency Cross transaction is one in which our Firm acts as a broker for both the buyer and seller of a security.

We will not recommend to you or other clients that you take a position in a security in which our Firm, our employees, or our related persons have a material financial interest, except our recommendation that you invest in our affiliated firm's mutual funds.

## **Personal Trading**

Our Code of Ethics is designed to assure that the personal securities transactions by our employees, and the activities and interests of our employees, will not interfere with:

- Making decisions in your best interests; and
- Implementing such decisions while, at the same time, allowing our employees to invest for their own accounts.

Our Firm may recommend to you or invest any of your assets only in the Evaluator Funds as part of our investment strategy. We will not invest your assets in any other securities of any kind. Our Firm and employees of our Firm may make recommendations to you for the purchase or sale of any of the Evaluator Funds as part of the strategy offered to you by SIIMPL. Any of our employees may:

- Already have an interest in The Evaluator Funds prior to your onboarding as a client of the Firm; or
- Subsequently may invest in The Evaluator Funds after you have become a client of the Firm.

Additionally, we do not restrict the purchase of any securities by our employees, however, all our employees must receive pre-approval prior to investing in any of our affiliated firm's mutual funds. We generally do not aggregate trades.

Additionally, we have incorporated the following policies and procedures as part of our Code of Ethics to ensure we comply with our regulatory obligations and to provide you, other clients, and other potential clients, with full and fair disclosure of such conflicts or potential conflicts of interest:

- No principal or employee of our Firm may put his or her own interest above the interest of your account(s).
- No principal or employee of our Firm may buy or sell any security for their personal portfolio(s) where their decision is based on information received because of his or her employment unless the information is available to the investing public.
- We identify what we consider to be Reportable Securities or Reportable Funds as part of our Code of Ethics. Our employees and anyone associated with our Firm that has access to our investment recommendations is referred to as an "Access Person".
- Any individual who violates any of the above restrictions may be subject to varying levels of disciplinary action including termination.
- We will maintain all records regarding personal securities transactions as is detailed in Rule 204A-1 of the Investment Advisors Act of 1940.

## **ITEM 12 BROKERAGE PRACTICES**

### **Research and Soft Dollar Benefits**

Our Firm does not maintain any third-party soft dollar arrangements or agreements with any broker-dealer.

For all transactions with your account we will utilize either Charles Schwab or Matrix Trust Company (each a "Broker" and together "Brokers").

You on behalf of your RIA Client will establish a brokerage arrangement with one of the two above Brokers. Both Brokers will provide you and your RIA Client with services that may include:

- Execution of transactions in the Evaluator Funds used in our strategy;
- Custody services;
- Administrative support; and
- Record-keeping and related services that are intended to support intermediaries like us in conducting business and in serving the best interests of our clients but that may also benefit us.

Both Brokers charge brokerage commissions and transaction fees for effecting your transactions. Transaction fees for your portfolio may be charged for our affiliated firm's mutual funds. In addition, as discussed previously in this document, both Brokers may receive 12b-1 fees and shareholder service fees when purchasing certain share classes of our affiliated firm's mutual funds. We do not receive any of these fees.

Both Brokers commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by either Broker may be higher or lower than those charged to you by other custodians and broker-dealers.

We will generally not receive any research services from either Broker. We will receive brokerage services from both Brokers. The brokerage services will be used by our Firm to assist in managing and placing trades for your non-discretionary accounts we manage.

As a result of receiving brokerage services for no additional cost, we may have an incentive to continue to use or expand the use of either Broker's services. We have examined this potential conflict of interest when we chose to enter a relationship with these two Brokers and have determined that the relationship is in the best interests of our clients and satisfies our client obligations, including our duty to seek best execution, where applicable, although all Evaluator Fund transactions settle at the end of each day as do other mutual funds.

You may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage services received. In seeking best execution, the determinative factor is not necessarily the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of brokerage services provided, execution capability, commission rates, and responsiveness. Again, our Firm cannot improve execution of mutual funds as they all price at the end of each day when their individual Net Asset Value is set.

Accordingly, we may not necessarily obtain the lowest possible commission rates for your specific account transactions. Generally, the brokerage services that may be obtained by us will generally be used to service all our clients.

Both Brokers may also provide us products and services to assist us in managing and administering your account(s). This includes software and other technology that may:

- Provide access to account data including trade confirmations and statements;
- Facilitate trade execution and allocation of aggregated trade orders for multiple client accounts;
- Provide research, pricing and other market data;
- Facilitate payment of our fees from client accounts; and
- Assist with back-office functions, recordkeeping, and client reporting.

We may also receive other services from one of these Brokers intended to help us manage and further develop our business enterprise. These services may include:

- Compliance, legal, and business consulting;
- Publications and conferences on practice management and business planning;

Either Broker may make available third-party vendors for some services rendered to us. The Broker may discount or waive fees they would otherwise charge for some of these services, or they may pay all or a part of the fees of the third-party providing these services to our Firm. Either Broker may also provide benefits such as educational events for our personnel.

In evaluating our decision to utilize one of these two Brokers for your brokerage and custody services, we may take into account the availability of some of the previously mentioned services as part of our consideration of utilizing that Broker. Thus, this decision is not based solely on the nature, cost or quality of custody and brokerage services provided by either Broker. This may create a potential conflict of interest.

Neither our Firm nor any of our affiliated entities is affiliated with any broker-dealer.

### **Brokerage for Client Referrals**

Our Firm does not receive or participate in any program whereby we receive client referrals in exchange for using any particular broker-dealer.

### **Directed Brokerage**

We will recommend that you allow us to utilize one of the two Brokers as the broker for your account. You are under no obligation to allow us to use one of those Brokers as we recommend, however, in that instance we would decline to engage in an investment advisory agreement with you.

If you allow us to utilize one of the above mentioned Brokers for your account, your investment management agreement with us will reflect that you are providing us with the authority to establish or assist you in establishing that relationship with them.

### **Trade Aggregation and Allocation**

Due to the fact that all transactions for any of your or your RIA Client's accounts will only consist of mutual funds managed by our affiliated investment advisor, Systelligence, LLC, as well as the disparate nature of contributions and withdrawals, transactions for your or your RIA Client's account will be effected independently of any other account.

Any employee transaction occurring on the same day as a trade for you or your RIA Client's account will receive the same end of day pricing.

## **ITEM 13 REVIEW OF ACCOUNTS**

### **Investment Management Services**

#### Review of Account(s)

We do not monitor the underlying securities in any account. That is your responsibility. Accounts trade in accordance with the parameters you establish for your accounts and we can provide you with input with respect to your parameters selected and possible results of changes, etc. Thus, any review we provide is in the context of the parameters you choose based on your or your RIA Client's specific investment objectives. Because the strategy is generally over a longer-term period we generally do not deviate from the parameters established by you or your RIA Client unless requested by you in writing.

In addition to any reports we may provide, you should receive at least a quarterly report from your Broker.

#### Regular Reports

We do not provide a regular report detailing your account holdings however, you may request a report detailing your account holdings and account performance from us at any time. In addition, you should also receive monthly or quarterly reports, as well as annual reports from your Broker.

### **ITEM 14 CLIENT REFERRALS AND OTHER COMPENSATION**

Our firm does not engage solicitors or pay any related or non-related persons for referring potential clients to our firm.

It is our policy not to accept or allow our employees and related persons to accept any form of compensation, including cash, sales awards, or other prizes, from a non-client in conjunction with the advisory services we provide to you.

### **ITEM 15 CUSTODY**

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that we request you to direct your Broker/Custodian to allow our Firm to directly debit your management fees from your account(s). Again, the approval of the direct debit of fees is solely your choice. You have no obligation to allow us to do so.

Technically, SEC rules consider the action of direct debiting of fees to be considered maintaining custody. However, if this is the only manner in which we are considered to have custody and certain conditions are met, we will not be subject to the requirements established for true custody of your assets.

If you agree to allow us to direct debit fees from your account(s), we will require authorization in writing from you. Each billing period we will notify your Broker of the amount of the fee to be deducted from your account(s). On at least a quarterly basis, your Broker is required to send to you and us a statement showing all transactions, including management fees disbursed from your account during the reporting period.

Because your Broker does not calculate the amount of the fee to be deducted from your account, it is important you carefully review your custodial statements and/or those of your RIA Clients to verify the accuracy of the calculation, among other things. You should contact us directly if you believe there may be an error in your statement.

**We urge you to carefully review the information provided on the statements you receive from the Broker to ensure that all account transactions, including the debit of management fees, holdings, and values are correct and current.**

Our Firm does not have actual or constructive custody of any client assets.

### **ITEM 16 INVESTMENT DISCRETION**

#### Non-Discretionary

We only manage accounts on a non-discretionary basis. This means that the investment management agreement between you and us will allow us to make changes in your investments or investment strategy, including any allocation of investments or change in the parameters of your investment objectives, only with your prior authorization before each such occurrence. Once we make any recommendations to you, it is completely up to you to approve or disapprove of those recommendations. If you approve of the recommendations, we will execute any trades resulting from those recommendations on your behalf. We will negotiate a commission or per trade fee with the Broker, however you must approve that fee and are under no obligation to do so.

#### **ITEM 17 VOTING CLIENT SECURITIES**

We will not vote proxies for your account. You retain the right and responsibility for voting any proxies or corporate actions for you or your RIA Client account(s).

#### **ITEM 18 FINANCIAL INFORMATION**

Under no circumstances do we require or solicit payment of fees exceeding \$1200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

If we did maintain discretionary authority for your account or are deemed to have actual or constructive custody of your assets or collect fees as described in the preceding paragraph, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations.

Our Firm has no financial circumstances to report. Additionally, our Firm has never been the subject of a bankruptcy proceeding.