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This brochure provides information about the qualifications and business practices of Partnervest Advisory Services, LLC. If you have any questions about the contents of this brochure, please contact us at clientservices@partnervest.com. 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. Also, Partnervest's registration as a Registered Investment Adviser does not imply a certain level of skill or training.

Additional information about Partnervest Advisory Services, LLC is available on the SEC's website at www.adviserinfo.sec.gov.

Material Changes

The following material changes were made to the Partnervest Advisory Services, LLC's Form ADV Part 2A as of July 21, 2016:

Item 4 and Item 7 – STAR Program descriptions have been updated.

Additional detail has been added to the STAR and STAR Spectrum strategy descriptions, including replacing the STAR II label with STAR Spectrum and identifying additional strategies now available under STAR Spectrum. These programs are managed based upon Anfield methodology and where Anfield had a model with a similar objective, the former STAR II model was matched to an Anfield Model. VEGA Core Plus and Conservative Income are also now offered under STAR Spectrum.

Item 10 – Other Financial Industry Activities and Affiliations

Information has been added to describe a Promissory Note that Partnervest Financial Group (the parent company of Partnervest Advisory Services, LLC) has entered into with Ledgewood Properties Inc. Profit Sharing Plan whose beneficiaries are family members of The Hampshire Companies. The Hampshire Companies has real estate offerings that may be made available to certain Partnervest accredited investors. For example, The Hampshire Net Lease Fund LLC is available through Partnervest via the CSQ Hampshire Net Lease Fund.

Also, Partnervest utilizes the services of Circle Squared Alternative Investments, LLC (CSQ). CSQ also serves as an Advisor to the Hampshire Companies, aided Partnervest in obtaining the loan from Hampshire and is an Investment Manager of certain private funds such as The CSQ Hampshire Net Lease Fund 1, whereby substantially all of the assets of the Fund will be invested in the Hampshire Net Lease Fund LLC.

Finally, Hampshire and CSQ also provide education support at Partnervest Investment Advisor Representative conferences and may pay a fee to subsidize the cost of the conference.

A potential conflict of interest exists related to these activities and affiliations in that Partnervest may recommend certain clients invest in CSQ and Hampshire related investments.

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Item 4 – Advisory Business

What is Partnervest Advisory Services LLC ("Partnervest") and what does Partnervest do?

Partnervest is a registered investment advisor that primarily offers investment management services, or in other words we manage clients' invested assets for them. We also, act as a solicitor or subadvisor for other investment advisors and on occasion, provide other services, for example, financial planning. As March 28, 2016, Partnervest manages \$513,697,369 of client assets on a discretionary basis (i.e., the client has granted Partnervest discretion to invest the portfolio as Partnervest considers to be in the best interest of the client) and \$0 of client assets on a non-discretionary basis (i.e., the client directs or approves all investments made in the portfolio).

Our services are tailored to the needs and circumstances of the individual client. Usually when a client desires to use Partnervest's investment management services, the Partnervest representative will obtain background information about the client and make an initial suitability determination for the program. This suitability determination will include an analysis of the client's risk tolerance as indicated by the facts provided by the client, investment objectives, investment experience, and other client circumstances. Clients will sign an Investment Advisor Agreement and may be asked to sign an Investment Policy Guideline document which provides general guidance to Partnervest for the management of the client's portfolio. The representative communicates to Partnervest regarding changes in their circumstances which may have a material effect on the suitability for the client to be in the Partnervest program. The client may contact Partnervest directly, including persons on the Investment Management Committee or its Chief Investment Officer.

Although we tailor our advice to the individual needs of our clients, most of the time we do not allow clients to impose restrictions on how their assets are managed and when we do, those restrictions are usually stated in an investment policy guideline ("IPG") signed by Partnervest and the client. In other words, Partnervest uses discretion in managing a client's account and thus it will invest the client's money and enter into transactions on behalf of the client without the client's prior or post consent to each transaction. We take this approach as we feel that we need to have discretion on how to manage the client's assets in order to be effective and efficient in managing them, especially with the speed of the markets today.

Partnervest representatives provide a wide range of investment management advice and portfolios, but we primarily provide investment management services through our STAR portfolios. In brief, these portfolios may be structured and rebalanced with a goal to maximize return for a specified acceptable level of risk. We may also put in additional risk mitigation strategies, such as covered call writing or securities designed to help protect against large downside movement of the markets. We feel that it is better to avoid significant downside losses rather than chase high returns of the asset class which is hot at any particular time. Although we offer advice on a wide range of securities, the STAR portfolios primarily use exchange traded funds, which are oftentimes called ETFs, Mutual Funds and options.

The other type of investment management services we provide is through other investment advisors. This occurs when we either refer a client to use investment management services

offered by another investment advisor or we contract with the other investment advisor, who we call a "Sub-Advisor" to provide their investment management services to you. In such cases, Partnervest is either a solicitor for the other investment advisor, or the other investment advisor is a subadvisor to Partnervest. In some situations, you will need to sign new account paperwork with the other advisor in order to open an account with them and receive their services.

In general round terms, Partnervest's business is split as follows: investment management advice about 98% with financial planning accounting for approximately less than 1 % and our other advice for about 1 % or less.

Who owns Partnervest and what are some of its affiliated entities?

We are 100% owned by a parent company called Partnervest Financial Group LLC which has other subsidiaries such as an insurance agency. Partnervest Financial Group LLC is owned by a group of investors, which includes its Managing Partners, Ken Hyman and Marcy Burton, and other current employees and advisors of the firm. In total these individuals represent a majority ownership. Partnervest is headquartered in Santa Barbara, California, and has numerous investment advisor representatives throughout the country. Partnervest has been in business since 2001.

Even though we do not conduct broker-dealer business, Partnervest often refers clients to Sorrento Pacific Financial (SPF) as well as other broker-dealers for custody services. The insurance agency that Partnervest Financial Group LLC owns is called Partnervest Insurance Group LLC, a state registered insurance agency. Partnervest Insurance engages in a broad range of activities normally associated with general insurance agencies, but primarily in life insurance and fixed annuities. Pursuant to the investment advice and/or financial planning given by Partnervest, purchase of insurance products may be recommended for clients of Partnervest. Further detail on these entities and other affiliations is provided in this document under the heading "Other Financial Activities."

How does Partnervest Offer Its Services?

Partnervest primarily distributes its services through independent contractor representatives, and also has a few employee representatives. Both are investment advisory representatives, but we refer to them in this document as "representatives." Finally, Partnervest distributes its investment management strategies through sub-advisors and solicitors.

Independent Contractor representatives are not employees of Partnervest, but are registered as investment advisory representatives for the purpose of providing investment management services through Partnervest. Independent contractor representatives pay for their own offices and expenses and usually do business under a separate name from Partnervest, for example "John Smith Investment Management." An independent contractor representative may provide other services not affiliated with Partnervest, for example, accounting, tax preparation and planning or legal advice. You can ensure that you are receiving investment management advice from Partnervest by either asking the representative or locating a disclosure on written materials stating "Investment advisory services provided by Partnervest Advisory Services LLC." Further, independent contractor representatives may use and charge for services, resources and approaches different than those of Partnervest as stated within this document. These

differences will be disclosed in the representative's Form ADV Part 2B. Employee representatives offer the Partnervest programs under the Partnervest name.

Solicitors are independent of Partnervest and refer potential clients to Partnervest. Solicitors are required to disclose this relationship to clients at the time of solicitation and referred clients that use Partnervest services are required to sign a document which discloses to the client the amount of compensation paid to the solicitor for referring the client to Partnervest.

Partnervest also distributes its investment management services through various independent investment advisors who are not otherwise affiliated with Partnervest. Partnervest functions as a sub-advisor to these other investment advisors. In this instance, Partnervest only controls the provision of the investment management to the client on behalf of the other investment advisor. The primary relationship with the client is with the other investment advisor and Partnervest can't control or impact the overall investment advice provided to the client.

Finally, Partnervest serves as subadvisor to the AdvisorShares STAR Global Buy Write ETF (NYSE: VEGA). Partnervest may invest the clients' assets under management in the VEGA ETF. In such situations, Partnervest will earn 85 bps more on the client's assets so invested because Partnervest is paid a subadvisory fee from the ETF (equaling 85 bps) in addition to the fees paid directly from the client on those same assets.

Tell me more about the STAR Programs

STAR™ are the proprietary asset management programs offered by Partnervest. The programs use Partnervest's discretionary asset management services and are divided into six general programs, STAR I, STAR II, STAR Spectrum, STAR III, STAR IV and STAR V. These programs are divided into multiple programs called "strategies" and may further be subdivided into "enhancements". STAR stands for "Strategic Tactical Allocation Risk" and denotes the general attributes of each program. Although they differ in their specific approach, the programs invest in a variety of securities but mostly Exchange Traded Funds ("ETF"s) and mutual funds.

Some of the STAR strategies are managed by Partnervest and may additionally be subadvised by other investment managers. Managers selected to participate on a subadvisory basis are subject to change. These strategies are offered under the label of "STAR Wealth Partners". STAR Wealth Partners is not a separate entity, but rather denotes our ability to utilize sub advisory relationships in the management of our strategies. (More information about subadvisor relationships is available under Item 14 of this document.)

The STAR II, Spectrum, STAR III, STAR IV, and STAR V strategies are managed by Anfield Capital Management, LLC (Anfield), a subadvisor to Partnervest. In its role as subadvisor to Partnervest, Anfield provides regular and continuous supervisory management services for some or all of Partnervest's client assets invested in these strategies. This includes full discretion to determine what investments shall be purchased, sold, or exchanged and what portion of assets shall be held not invested, in accordance with the client's Investment Advisory Agreement, suitability information, and Investment Policy Guidelines, as well as the subadvisory agreement signed with Partnervest. Clients in the Program have the right under Rule 3a-4 of the Investment Company Act of 1940, as amended (the "1940 Act") to impose any reasonable

limitations and restrictions on the management of their Accounts. Anfield will respond to reasonable requests from Partnervest for investment alternatives when necessary to comply with a client's reasonable specifications or other reasonable restrictions for a given Account. Partnervest compensates Anfield for these activities.

In addition, Anfield is the investment adviser for the Anfield Universal Fixed Income Fund (ticker AFLIX), a registered investment company, and may in the future serve as the investment adviser for other registered investment companies (the Anfield Universal Fixed Income Fund and any such other registered investment companies are collectively referred to herein as the "Fund"). From time to time Partnervest may invest all or part of Client's assets, sub-advised by Anfield, in the Fund. In such situations, Anfield will earn additional revenue on the client's assets so invested because Anfield is paid an advisory or subadvisory fee from the Fund in addition to the fees paid directly from the client by Partnervest on those same assets for management of the STAR II, Spectrum, STAR III, or STAR IV programs.

Here is more detail about the STAR and STAR Spectrum programs.

STAR I:

This program is offered by Partnervest's investment advisory representatives. The strategies are varied and are detailed to the client by the representative, but generally give the representative discretion over investment decisions for the account as agreed upon with the client in an investment policy guideline. A more specific description of the representative's version of the STAR I program is contained within the specific Form ADV Part 2B provided by your representative. Partnervest may invest, bill, report and/or provide ancillary services to client accounts for the representative based upon investment models as provided by the representative and other instructions of the representative.

In some STAR I accounts, the Partnervest representative may invest the clients' assets under management in an ETF subadvised by Partnervest (Ticker: VEGA). Also, the representative may invest the clients' assets with a high concentration (or 100%) in a single security in some circumstances. For example, single security or concentrated positions could be the result of institutional access to particular funds, account size, or client instruction.

STAR Spectrum:

The STAR Spectrum investment program is presented under the STAR Wealth Partners label and is managed by Anfield Capital Management, a subadvisor to Partnervest. Spectrum portfolios are managed under Anfield Capital's Multi-Asset strategy investment process. Anfield practices two primary investment strategies depending on the needs of the client:

1. Strategic asset allocation utilizing a core and satellite approach. This means that they use passively managed index and exchange-traded funds as the core investments, and then add actively managed funds where they believe there are greater opportunities to add value. Portfolios are diversified to control the risk associated with traditional markets.
2. Individual security selection using fundamental investment analysis.

Anfield's capital allocation philosophy is based on the view that diversification and allocation based on risk must be combined with traditional asset class diversification to achieve a more efficient portfolio. Because asset class returns may be largely explained by underlying risk factors, it is better to specify desired risk factor exposures and gain them through a strategy

designed to provide an efficient combination of assets, rather than to specify an asset allocation and be left with unspecified and potentially concentrated exposures to underlying risks.

Certain programs (formerly under STAR II) and now managed under Anfield Multi Asset Investment process are offered under the STAR Spectrum name and STAR Wealth Partners label. These programs are managed based upon Anfield methodology and where Anfield had a model with a similar objective, the STAR II model was matched to an Anfield Model. Representative examples of these are Growth, Moderate, Balanced and Conservative. VEGA Core Plus and Conservative Income are also now offered under the STAR Spectrum heading and Anfield has incorporated their research and methodology into the management of these strategies as well. New programs such as Tax Advantage California and Tax Advantage National are also now being offered under the STAR Spectrum name. These programs can significantly change over time, or even not be offered as indicated, due to market or firm circumstances and conditions.

STAR II:

The STAR II investment program is no longer being offered and was presented under the STAR Wealth Partners label. These programs utilized Partnervest's experienced portfolio management team and proprietary portfolio management process. The first step we took in providing STAR II to clients is understanding the client's investment objectives, time horizon, and risk tolerance. We did this by obtaining background data learned about the client, including information contained in the new account documentation. Partnervest, sometimes in conjunction with the client, then analyzed the information and suggested the optimal mix of asset classes and investment styles in order to achieve the client's investment objectives within his/her risk parameters. The strategic asset allocation model provides target ranges for each asset class or investment style. A wide variety of securities, comprising (in varying degrees) of open-end (mutual) funds, Exchange Traded Funds (ETFs), individual equities, fixed-income, and other securities, may have been utilized in each investment style.

The basic STAR II program followed a "core and satellite" portfolio structure designed to achieve its objectives. The securities were sorted and ranked according to a proprietary quantitative and qualitative investment model comprising several criteria which may have included: rates of return, fund inception, correlations, Sharpe Ratio, maximum drawdown, standard deviation, mean-variance optimization and other factors. Portfolio allocations were dynamic and could vary depending upon several factors, including client needs and circumstances, market conditions, and other factors. When changes were made due to these circumstances, we called them Tactical Shifts.

Representative examples of the STAR II portfolios are listed below, but could have significantly changed over time, or even not be offered as indicated, due to market or firm circumstances and conditions.

Growth

Enhanced Growth

Moderate

Balanced

Conservative

Conservative Income

Conservative Income MORE (available only to members of Redwood Credit Union)

Partnervest may invest the clients' assets under management in an ETF subadvised by Partnervest (Advisorshares Star Global Buy-Write Ticker: VEGA). The amount of such investment is usually 10-15% of the client's assets under management, but could be significantly more.

The Spectrum strategies are managed by Anfield Capital Management, LLC (Anfield), a subadvisor to Partnervest. In its role as subadvisor to Partnervest, Anfield provides regular and continuous supervisory management services for some or all of Partnervest's client assets invested in the STAR Spectrum strategies. This includes full discretion to determine what investments shall be purchased, sold, or exchanged and what portion of assets shall be held not invested, in accordance with the client's Investment Advisory Agreement, suitability information, and Investment Policy Guidelines, as well as the subadvisory agreement signed with Partnervest. Clients in the Program have the right under Rule 3a-4 of the Investment Company Act of 1940, as amended (the "1940 Act") to impose any reasonable limitations and restrictions on the management of their Accounts. Sub-Advisor will respond to reasonable requests from Partnervest for investment alternatives when necessary to comply with a client's reasonable specifications or other reasonable restrictions for a given Account. Partnervest compensates Anfield for these activities.

In addition, Anfield is the investment adviser for the Anfield Universal Fixed Income Fund (Ticker: AFLIX), a registered investment company, and may in the future serve as the investment adviser for other registered investment companies (the Anfield Universal Fixed Income Fund and any such other registered investment companies are collectively referred to herein as the "Fund"). From time to time Partnervest may invest all or part of Client's assets, sub-advised by Anfield, in the Fund. In such situations, Anfield will earn additional revenue on the client's assets so invested because Anfield is paid a subadvisory fee from the fund in addition to the fees paid directly from the client by Partnervest on those same assets for management of the STAR Spectrum program.

STAR Spectrum VEGA Core Plus:

The STAR Spectrum (formerly STAR II) VEGA Core Plus strategy is presented under the STAR Wealth Partners label and is managed by Anfield Capital Management, a subadvisor to Partnervest. This strategy seeks long-term growth of capital, a steady income stream, and is designed to reduce volatility. The portfolio consists of a non-traditional "core" comprised of an ETF that contains a diversified basket of ETFs that is sub-advised and managed by Partnervest, Advisorshares STAR Global Buy Write ETF (VEGA), surrounded by a select group of actively managed satellite and fixed-income investments. The ETF is primarily a "fund of funds" and intends to invest in exchange-traded funds ("ETFs") and exchange-traded notes ("ETNs") that seek to track a diversified basket of global indices and investment sectors. It then utilizes option strategies such as Covered Call Writing, Selling Cash-Secured Puts and Purchasing Protective Puts. These options strategies are intended to reduce risk. A prospectus may be obtained at <http://advisorshares.com/fund/vega>.

Investors in VEGA Core Plus may benefit from the lower costs and operational efficiencies of a pooled investment vehicle as compared to a VEGA SMA program, coupled with participation in an actively managed portfolio. In addition, the VEGA Core Plus strategy comprises separate satellite investments selected by Partnervest as part of its proprietary qualitative and quantitative investment process. Securities selected as satellites are intended to capitalize on investment opportunities that arise as a result of economic or financial conditions.

Partnervest receives a subadvisory fee from the ETF that it subadvisees (i.e., VEGA) equaling 85 bps. Because of this, the client's STAR Spectrum VEGA Core Plus assets invested in the VEGA ETF are excluded from the management fees that the client pays to Partnervest for program management of the STAR II VEGA Core Plus strategy. The value of the VEGA assets is included in the fees that the client pays to the individual advisor representative. For example - Assume a \$100,000 VEGA Core Plus portfolio and a 1.5% annual fee. Of the total \$100,000, approximately \$70,000 would be invested in the VEGA ETF and \$30,000 invested in non-VEGA ETF assets. Clients will be assessed 1.00% on \$100,000 which is paid to the advisor representative, and .50% on \$30,000 which is paid to Partnervest for program management. Due to portfolio accounting system limitations and to properly compensate the advisor representative, this is reflected on the billing report as 1.00% on \$70,000 and 1.50% on \$30,000. PAS also receives .85% on \$70,000 (or \$595.00) directly from the ETF for subadvising the fund.

STAR III:

Currently there are two primary proprietary strategies within STAR III: ALPHA and VEGA. Both are presented under the STAR Wealth Partners label and are managed by Anfield Capital Management, a subadvisor to Partnervest.

ALPHA:

Alpha seeks to protect principal across a full market cycle while providing a degree of market appreciation potential. It is designed to provide a consistent yield and total return. Alpha invests primarily in fixed income securities, while providing market appreciation potential from the S&P 500 or other securities while at the same time seeking to reduce the price volatility a Client would experience from investing in any asset individually. A core component of the strategy comes from the fixed-income portion of the portfolio, whereby a majority of the assets are placed in a fixed income allocation. The strategy is designed to perform in alignment with its Policy Benchmark.

There may be times when an account does not purchase all desired securities, for example when Partnervest deems a particular security to be overvalued or trading at a premium.

Call options are sold on some or all of the component securities at a strike price equivalent to targets based on volatility and quantitative criteria at Partnervest's discretion. As calls are covered and/or expire, a new strike price is calculated for each security and additional options on the underlying securities are sold. The average time until expiration for the option portfolio is typically one quarter (91 days) or less, so that premiums may be received on each security approximately four to ten times per year (however, Partnervest may close out or enter into options on a more or less frequent basis in its discretion).

As an alternative or in addition to purchasing securities and selling covered call options, Partnervest may sell cash-secured puts as a means to receive income premium while setting a lower underlying security purchase price. The sale of cash-secured puts requires cash to be set aside in the account to cover the purchase of the underlying security should the option be assigned. Partnervest, at its discretion, may also utilize the purchase of puts as a means to profit from and/or hedge against a downward movement in price of the underlying security to meet the strategy objectives. The risk of buying long puts is limited to the loss of the premium paid for the purchase of the put. There is no assurance that any strategy, including option strategies, will be successful or result in a profit for the client.

Alpha is designed to generate income in the form of premiums received from the sale of covered calls, sale of calls on the long call of the underlying security and/or sale of cash-secured puts.

The amount of the premium is typically realized either at expiration or sooner if the strategy determines that conditions warrant covering the short option position beforehand. Certain premium amounts may be required for transactional and portfolio management purposes, or a client specific request for systematic withdrawals of income. The default choice for premium accumulation is a money market fund or FDIC deposit sweep account selected by Partnervest. The risks of covered call writing include the potential for the market to rise sharply. In such instance, the buyer of the call option would likely acquire the security from the client and the return on that security would be limited to the premium received and the difference between the strike price and the purchase price until such time as the underlying security is repurchased as applicable. The risks of cash-secured put writing include when the underlying security declines significantly and the put writer is assigned, the purchase price for the shares can be above current market price. In this case, the put writer will have an unrealized loss due to the high stock purchase price, but will have upside profit potential if retaining the purchased shares and keeps the premium from the sale of the put. Premium Income and Income derived from dividends and interest is systematically redeployed back into the underlying securities or cash or cash equivalents upon option expiration unless distributed from the account.

VEGA:

VEGA stands for Volatility Enhanced Global Appreciation. VEGA is an actively managed long portfolio with option hedge. Seeking long-term growth of capital and steady stream of income by investing in a globally diversified equity and fixed income portfolio. An option overlay with covered calls and protective puts is also employed. Call options are sold on a portion or all of the component securities at a strike price equivalent to targets based on volatility and quantitative criteria at Partnervest's discretion. As calls are covered and/or expire, a new strike price is calculated for each security and additional options on the underlying securities are sold. The average time until expiration for the option portfolio is typically one quarter (91 days) or less, so that premiums may be received on each security approximately four to ten times per year (however, Partnervest may close out or enter into options on a more or less frequent basis in its discretion). As an alternative or in addition to purchasing securities and selling covered call options, Partnervest may sell cash-secured puts as a means to receive income premium while setting a lower underlying security purchase price. The sale of cash-secured puts requires cash to be set aside in the account to cover the purchase of the underlying security should the option be assigned.

There is no assurance that any strategy, including option strategies, will be successful or result in a profit for the client.

Protective Puts

The purchase of Protective Puts is intended as a means to profit and/or hedge against potential price declines of approximately 15% or greater of a portion of the securities in the client's VEGA account. It may be implemented as volatility lowers and/or security prices have risen and the cost of protection has been deemed to be cost beneficial. The use of this feature entails the purchase of put options on a security representing some or all of the market holdings of a client's account. Please note this requires the VEGA account to be approved for purchasing long options (in addition to covered options) in order to purchase protective puts. The risk of buying long puts is limited to the loss of the premium paid for the purchase of the put.

Premium Income

VEGA is designed to generate income in the form of premiums received from the sale of covered calls and/or cash-secured puts. The amount of the premium is typically realized either at expiration or sooner if the strategy determines that conditions warrant covering the short option position beforehand. Certain premium amounts may be required for transactional and portfolio management purposes, or a client specific request for systematic withdrawals of income. The default choice for premium accumulation is a money market fund or FDIC deposit sweep account selected by Partnervest. The risks of covered call writing include the potential for the market to rise sharply. In such instance, the buyer of the call option would likely acquire the security from the client and the return on that security would be limited to the premium received and the difference between the strike price and the purchase price until such time as the underlying security is repurchased as applicable. The risks of cash-secured put writing include when the underlying security declines significantly and the put writer is assigned, the purchase price for the shares can be above current market price. In this case, the put writer will have an unrealized loss due to the high stock purchase price, but will have upside profit potential if retaining the purchased shares and keeps the premium from the sale of the put. Premium Income is systematically redeployed back into the underlying securities or cash or cash equivalents upon option expiration.

Premium Income Enhancement

VEGA Enhanced is designed to generate income in the form of premiums received from the sale of covered calls and/or cash-secured puts. The amount of the premium is typically realized either at expiration or sooner if the strategy determines that conditions warrant covering the short option position beforehand. Certain premium amounts may be required for transactional and portfolio management purposes, or a client specific request for systematic withdrawals of income. The default choice for premium accumulation is a money market fund or FDIC deposit sweep account selected by Partnervest. The risks of covered call writing include the potential for the market to rise sharply. In such instance, the buyer of the call option would likely acquire the security from the client and the return on that security would be limited to the premium received and the difference between the strike price and the purchase price until such time as the underlying security is repurchased as applicable. The risks of cash-secured put writing include when the underlying security declines significantly and the put writer is assigned, the purchase price for the shares can be above current market price. In this case, the put writer will have an unrealized loss due to the high stock purchase price, but will have upside profit potential if retaining the purchased shares and keeps the premium from the sale of the put. Some of the Premium Income is systematically redeployed back into the underlying securities or cash or cash equivalents upon option expiration with the remainder invested described below as Volatility Based Reinvestment.

Volatility-Based Reinvestment (VBR): VBR is intended as a means to strategically invest a portion of the accumulated premiums based upon implied levels of volatility. This strategy may be implemented on a systematic or periodic basis, by purchasing long calls on the S&P 500 SPDRs (SPY) when levels of implied volatility are low, and selling cash-secured puts on the SPY or other securities as the level of implied volatility rises and/or securities' prices decline.

VEGA Institutional:

The VEGA Institutional strategy is the same as the VEGA strategy described above, except that it may also invest in individual securities and not just ETFs and ETNs. Also, the VEGA

Institutional strategy has a higher minimum investment threshold than VEGA. The fee structure is the same as described above.

STAR IV: Managed Collar

The Managed Collar Strategy is an option overlay strategy that establishes a price band around a stock position, primarily to protect profits with a secondary objective of generating income in the form of earned option premiums. A Collar is a protective strategy in which covered calls and protective puts are established against a previously owned long stock position. The options may have the same strike price or different strike prices and the expiration months may or may not be the same. The STAR IV strategy is managed by Anfield Capital Management, a subadvisor to Partnervest.

For example, if the investor previously purchased XYZ Corporation at \$46 and it rose to \$62, a 'collar' involving the purchase of an October 60 put and the writing of a July 65 call could be established as a way of protecting some of the unrealized profit in the XYZ Corporation stock position.

Unlike a static collar, The Managed Collar strategy is designed to avoid the risk of assignment or exercise by actively managing the two legs of the collar as necessary in conjunction with the price movement of the underlying stock and other conditions such as levels of implied volatility, ex-dividend dates, etc. However, the risk of assignment cannot be completely avoided. In general, the Managed Collar is designed to establish a floor, by purchasing protective puts, under the current price of the underlying stock. In the event of a price decline, some or all of the protective puts would likely be sold and new puts purchased, rather than exercising the puts, which would result in shares being sold and would be treated as a sale for tax purposes. Additionally, in the event of price appreciation, some shares of the underlying stock may be sold and the proceeds used to repurchase the current calls. The amount of shares sold would depend on the strike price of the covered calls and the amount of time remaining until expiration; however it would not exceed the total dollar cost of the calls. New calls would then be sold at a higher strike price. It is possible that rapid price movements would prevent the manager from unwinding the position in a timely manner and the entire stock position could be sold (e.g., "called away").

In general, it is expected that the proceeds received from selling the covered calls will exceed the cost of the protective puts over a reasonable time frame, generally defined as 12 months or longer. There can be no guarantee that this will be the case, as certain variables, such as the price of the underlying stock and the value of the options are dependent on market factors.

Under the Covered Calls (only) strategy, the client may at their choosing elect to have their stock position managed without the benefit of protective puts, only writing covered calls. While covered calls alone are risk reducing by nature, they carry more potential risk in the event of a stock decline, than covered calls used in conjunction with protective puts. This strategy consists of writing a call that is covered by an equivalent long stock position. It provides a small hedge on the stock, limited to the premium received on selling the call, and allows an investor to earn premium income, in return for temporarily forfeiting much of the stock's upside potential. The benefit of only writing covered calls without protective puts is that in general, it will allow the client to retain more of the income from the sale of the calls because the cost of protective puts is not incurred. As described above in The Managed Collar Strategy paragraph, there are other risks with this strategy including that the underlying stock position may be called away.

Risks

The prices of securities rise and fall daily. These price movements may result from factors affecting individual companies, industries or the securities market as a whole. Individual companies may report poor results or be negatively affected by industry and/or economic trends and developments. The prices of securities issued by such companies may suffer a decline in response. In addition, the equity market tends to move in cycles, which may cause stock prices to fall over short or extended periods of time.

A covered call strategy can limit the upside potential of the underlying stock position, as the stock would likely be called away in the event of substantial stock price increase. Additionally, any downside protection provided to the related stock position is limited to the premium received.

With the protective put strategy, while the long put provides some temporary protection from a decline in the price of the corresponding stock, this does involve risking the entire cost of the put position. Should the long put position expire worthless, the entire cost of the put position would be lost.

The collar position involves the risks of both covered calls and protective puts. The maximum loss is limited for the term of the collar hedge. The worst that can happen is for the stock price to fall at or below the put strike, which prompts the investor to exercise the put and sell the stock at the 'floor' price: the put strike. If the stock had originally been bought at a much lower price (which is often the case for a long-term holding), this exit price might actually result in a profit. The short call would expire worthless. The actual loss would be the difference between the floor price and the stock purchase price, plus/(minus) the debit/(credit) from establishing the collar hedge. The maximum gain is limited for the term of the strategy. The short-term maximum gains are reached just as the stock price rises to the call strike. The net profit remains the same no matter how much higher the stock might close; only the position outcome might differ. If the stock goes above the call strike, the investor will be assigned on the call and liquidate the stock at the 'ceiling': the call strike. The profit would be the ceiling price, less the stock purchase price, plus/(minus) the credit/(debit) from establishing the collar hedge. If the stock were to close exactly at the call strike, it would expire worthless, and the stock would probably remain in the account. The profit/loss leading up to that point would be identical, but from that day forward the investor would still continue to face a stockowner's risks and rewards.

Since assignments are determined by the CBOE, and therefore outside of Partnervest's control, there can be no assurance that a covered call will not be assigned.

Both the potential profit and loss are very limited, depending on the difference between the strikes. Profit potential is not paramount here. The issues for the protective collar investor concern mainly how to balance the level of protection against the cost of protection

The Client understands that the collar will be managed on a continual basis, until the underlying equity is either assigned or sold, or the put exercised and the underlying equity sold, or a combination of the two. Both the initial positions and subsequent closing trades may be executed over the course of several days as market conditions warrant.

The Covered Calls (only) strategy only involves the risk of covered calls. The maximum loss is limited but substantial. The worst that can happen is for the stock to become worthless. In that case, the investor will have lost the entire value of the stock. However, that loss will be reduced somewhat by the premium income from selling the call option. The maximum gains at expiration

are limited by the strike price. If the stock is at the strike price, the covered call strategy itself reaches its peak profitability, and would not do better no matter how much higher the stock price might be. The strategy's net profit would be the premium received, plus any stock gains (or minus stock losses) as measured against the strike price.

Tell me more about your other advisory services.

STAR IV Customized Models: Partnervest also offers investment models customized to meet the client's needs, circumstances or desires. These programs are not often provided and usually just to clients who have unusual needs or significant and varied assets to manage. Sometimes a representative will heavily weight a client's portfolio in a small number or single asset class especially if the representative is managing only a small portion of the client's overall assets. These offerings are subject to change due to market and demand changes and are provided in the discretion of Partnervest.

STAR Accredited Investor Models and Offerings: Certain Investments that are only suitable for accredited investors may be utilized as a standalone investment or incorporated as a holding into a STAR model. Each investor must be an "accredited investor" as such term is defined under Rule 501(a) of Regulation D under the Securities Act and a "qualified client" within the meaning of the Advisers Act. The Offering is suitable only for those investors: (i) who can afford to bear the economic risk of their investment for an indefinite period, (ii) who have no need for liquidity in their investment, and (iii) who have the financial resources to sustain a loss of their entire investment. Where applicable, the Managing Member, in its sole discretion, may admit investors that are not qualified clients.

Financial Planning: Partnervest offers comprehensive financial planning services. These are at a cost in addition to investment management. There is no obligation for an investment management client to use Partnervest's financial planning services and vice versa.

Tell me more about your financial planning services.

Partnervest provides comprehensive personal financial planning services for a fee. Our investment management services may be a part of the implementation process that occurs once the initial planning has been accomplished. Use of our investment management services is not required to use the financial planning services and vice versa. The financial planning process generally involves some or all of the following (although some steps may be modified, added or deleted based upon the circumstances and individual needs of the client):

1. Clarify the client's present circumstances by collecting and assessing materially relevant personal and financial data.
2. Identify the client's financial, business and life goals, challenges, concerns and planning assumptions.
3. Analyze a range of possible solutions and discuss alternatives.
4. Provide customized and specific recommendations regarding one or more of the following, where applicable:
 - a. Preparing for or living in retirement
 - b. Investment strategies

- c. Estate planning ideas
- d. Income tax impacts on investment management
- e. Stock option analysis and planning
- f. Life and or disability insurance
- g. Savings program and planning
- h. Education planning and funding
- i. Charitable gifting
- j. Debt management
- k. Employee benefit usage
- l. Budgeting and cash flow planning
- m. Estate evaluation

The gathering of information, the review of alternatives and plan development are all done in close conjunction with the client usually based upon a series of meetings or discussions which may include one or more of the following areas:

1. The client's objectives and financial goals,
2. A review of the client's assets, debts, income and expenses, and income taxes,
3. A review, analysis and recommendation regarding one or more of the subject planning areas previously listed,
4. A summary of our findings, and
5. A task list for the client.

Our financial planning services are tailored to the needs of the client and can vary from informal advice in connection with our asset management services, to a formal written financial plan. If a written financial plan is to be provided, then clients will receive a copy of a written financial plan that is developed and which serves as the basis for discussions during the time we work together. If there are questions, these are reviewed in our on-going discussions, or between meetings, through whatever means of communication is most convenient for the client and Partnervest. When acceptable to the client, we make active use of the telephone, email, and other forms of electronic or written communication as well as face-to-face meetings. Proper planning is not a one-time event. Life's circumstances change, goals change and opportunities available change over time. Any plan needs to be adjusted and updated to reflect these changes or it becomes outdated. Therefore, in our normal planning relationship, we encourage clients to meet periodically with us to review and update the client's information, to measure progress in key financial areas, and to develop strategies designed to address any changing circumstances. The initial planning should always be seen as the beginning step in a lifelong process. In essence, we attempt to follow up, monitor and make changes in the plan when and if we receive information from the client and as circumstances indicate.

Once an initial plan is completed, which may be written or verbal, the client has several options with regard to ongoing financial planning services:

1. The client may feel that the questions which required the service in the first place have been adequately addressed and that there is no need for further involvement with Partnervest;
2. The client may wish to have access to ongoing services provided, such that regular or periodic meetings occur to discuss changes in the client's financial situation or in the financial environment; or
3. The client may wish to wait to initiate contact with Partnervest as new questions arise. Compensation for future services may be at our then hourly rates, at an agreed project rate or on retainer depending on the situation.

It is important to note that clients can stop the planning process at any point and terminate the business relationship with Partnervest.

Personal financial planning (the analysis, report, and subsequent modifications and services) is a service separate from our investment management services. Clients have full discretion as to the extent to which, if at all, they choose to implement the recommendations discussed in the financial planning phase. There are no requirements to use any specific broker-dealer, agency or custodian for investment, insurance or implementation services, although clients usually use our recommended service provider, which may also provide Partnervest more compensation and/or benefit.

Planning services may also include a reasonable amount of time and activities necessary to work with client's attorney and/or accountant in reaching agreement on solutions. But the client should note that Partnervest is not responsible for attorney, tax planner/preparer or accountant services and/or fees charged to client as a result of the above activities. Furthermore, a financial plan does not include recommendations on specific individual investments, preparation of any kind of income tax, gift or estate tax returns or preparation of any legal documents, including wills or trusts. Specific investment recommendations are considered part of the implementation phase of the relationship. The others may constitute legal, accounting or tax advice which are not provided by Partnervest.

Is there any other important information that I should know about your offerings?

In addition to what is stated elsewhere in this document, there are some other things you may want to know. Partnervest has a policy of having written Investment Advisor Agreements with each of its clients but it is not absolutely required. If there is a written advisory agreement, it will control and supersede any oral understanding. In some situations (e.g., when the client provides information via online or electronic means), Partnervest may request and rely upon the client's electronic signature. Partnervest's services cannot be assigned to any other investment advisor without the consent of the client. Such consent may be given by the client, as stated in the Investment Advisor Agreement which includes a silent affirmation or opt-out method, i.e. the client is notified by Partnervest in writing of the proposed assignment and if the client fails to object within the stated period then the client's silence is deemed acceptance or agreement to the assignment. Partnervest provides Part 2 of Form ADV and Privacy Policy to clients at or before the time services are rendered. We reserve the right to terminate a client's account pursuant to the terms of the Investment Advisor Agreement but the general notice period in our Investment Advisor Agreement to terminate the relationship is thirty days. For ERISA qualified plan clients, Partnervest may act in the capacity of a Section 3(38) named fiduciary to the plan, should the written investment advisory agreement with the client so state.

Item 5 – Fees and Compensation

Investment Management Fees

Partnervest provides investment management services including, without limitation, the STAR program exclusively on a fee basis. Partnervest may also use the services of a third party to provide investment management services to the client. In such cases, Partnervest is either a solicitor for the third party investment advisor or the third party investment advisor is a sub-advisor to Partnervest. In either case, when a third party investment advisor is used, specific disclosure is made to the client with discussion of any fees to be received by Partnervest, as solicitor, or by the third party asset manager as sub-advisor, neither of which would cause the client to pay more than their investment advisory fee.

In such situations where Partnervest invests all or part of a client's assets in an ETF for which Partnervest acts as the sub-adviser (e.g., Advisorshares STAR Global Buy-Write ETF (VEGA)), Partnervest will receive a sub-advisory fee from the ETF in addition to an investment advisory fee from the client with the exception of VEGA Core Plus. This is further described under STAR Spectrum VEGA Core Plus description in Item 4.

In such situations where Partnervest invests all or part of a client's assets, via the STAR Spectrum, STAR III, or STAR IV programs, in a fund advised or sub-advised by Anfield (e.g., Anfield Universal Fixed Income Fund or Two Roads Affinity Small Cap Fund) Anfield will receive an advisory or sub-advisory fee in addition to the investment advisory fee charged by Partnervest.

To serve the variety of needs of its many different investment management clients, Partnervest utilizes multiple compensation structures. In certain instances, Partnervest may allocate a higher payout percentage to the Representative for utilizing Partnervest internal investment programs, as compared to what they may otherwise receive for STAR I programs, or when using other subadvisors or when acting as a solicitor for other programs. STAR I fees may show as a total fee or as a separate fee when another manager is utilized to manage the program assets. Representatives may also have different schedules in their specific Form ADV Part 2B delivered to the client and/or may have a fee schedule in the Investment Advisor Agreement. However, for Investment Advisor Agreements that indicate the fee is as stated in Partnervest's Form ADV, and if there is not a more particularized STAR I fee schedule in the representative's Form ADV Part 2B, or a Fee Addendum to the Advisory Agreement, then the fee chargeable to the client will be the applicable fee as stated below:

General Fee Structure for Non-STAR (and STAR I) investment advisory services:

- 2.25% per year for the first \$250,000 of assets under management
- 1.60% per year for the next \$750,000 of assets under management
- 1.35% per year for the next \$1,500,000 of assets under management
- 1.30% per year for the next \$2,500,000 of assets under management
- 1.25% per year for all assets under management over \$5,000,000

For STAR accounts, the fee schedule is:

STAR Spectrum Basic Program:

- 1.60% per year for the first \$250,000 of assets under management
- 1.50% per year for the next \$250,000 of assets under management
- 1.35% per year for the next \$500,000 of assets under management
- 1.20% per year for the next \$1,500,000 of assets under management
- 1.10% per year for the next \$2,500,000 of assets under management

STAR Spectrum Conservative Income Program:

- 0.75% per year for the first \$250,000 of assets under management
- 0.50% per year for assets under management greater than \$250,000

STAR Spectrum VEGA Core Plus Program:

- 1.0% per year for all assets under management PLUS
 - 0.50% - 1.5% per year for all assets that are NOT invested in the VEGA ETF.
- Due to system limitations of our portfolio accounting system and in order to properly compensate your advisor representative, the fee calculation will be shown at the security level (i.e., VEGA ETF versus non-VEGA ETF) rather than the total account level.

STAR III:

- 2.75% per year for all assets under management

STAR IV:

- 1.0 – 2.0% per year

In any case, the investment advisory fee charged by Partnervest will not exceed 3% per annum except in the case of accounts charged a performance fee (see the section titled "Performance-Based Fees" for more detail).

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the Department of Labor's Web site for an example showing the long-term effect of fees and expenses at http://www.dol.gov/ebsa/publications/401k_employee.html. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

Financial Planning Fees

Partnervest offers financial planning for fees based on one of three methods:

1. Hourly fees: Usually at the rates set forth below. This approach is typically recommended for shorter term consulting requests or more limited financial planning analysis.
2. Project fees: These are fixed at the beginning of the engagement and based on an estimate of the time required to complete the work. This approach is appropriate for both basic planning and for more complex planning cases.

3. Quarterly retainer fees: This approach is recommended where the nature of the planning work is complex and the client has multiple financial concerns requiring regular advice and guidance.

The current hourly rates charged to clients are a maximum of \$350 per hour. Hourly clients are billed for time incurred at the completion of each key planning task or on delivery of the financial planning deliverable. Hourly rates are negotiable. Also, Partnervest may, if mutually agreeable with the client, charge a fixed fee for its financial planning services. The fixed fee will be dependent upon the perceived complexity of the client's situation and can usually range from \$2,000 to \$15,000. The fixed fee does not include any investment management services. For project based financial planning services, an initial retainer of \$500 is normally payable in advance (but less than 6 months ahead of the service being provided) and will be applied against the project fee. The initial deposit compensates Partnervest for administrative time spent in the initial phase of the planning activity. Progress billings of the balance of the agreed upon fee may be presented at appropriate states in the planning process as work progresses. The project fee is based on the hourly rates listed above multiplied by the number of hours Partnervest expects to or does spend on the project.

Extraordinary research or analysis may involve additional cost, which will be negotiated on an individual basis prior to the beginning of such work. For clients who are seeking on-going financial or business advice, and for those who have less than \$1 million of investments being managed by Partnervest, a quarterly retainer arrangement may be negotiated. The quarterly retainer fee will reflect the time and effort expected to be required of Partnervest in providing the anticipated services to the client. A range of client priorities and needs can be easily accommodated through the quarterly retainer structure. Such retainer fees are usually billed quarterly, in advance. If, for any reason, a client wishes to terminate an investment advisory agreement in the first five business days after entering the agreement, the client will be entitled to a full refund of any fees paid to Partnervest under that agreement. Thereafter, a client may terminate the agreement at any time but will be liable for the financial planning fees earned to that date and or for the expenses incurred by Partnervest based on the standard hourly rates previously noted. To ensure clear communication, a termination notice must be issued in writing and is effective upon receipt by Partnervest or the client.

Other Important Fee Information

Fees and minimums may be negotiable where special circumstances exist. Fees are usually charged quarterly in arrears unless otherwise disclosed to a client that they will be charged in advance. All investment management fees are charged as a percentage of assets under management and are calculated at the close of each calendar quarter based upon average daily balance in arrears unless otherwise stated to a client. Investment management fees are based on balances provided by the custodian at market close on the last business day of the quarter, but other valuations may be used such as balance as of the beginning of the quarter and are disclosed to the client. Prices for most assets are available through electronic download on a daily basis. However, daily prices may not be available for certain assets, such as some annuities or assets that are not held at our recommended custodians or which do not have a readily ascertainable market. In such cases, less frequent valuation, typically the month-end or quarter-end asset values (e.g. as reported by the custodian) may be used in calculating the average daily balance, if that calculation method is used. Assets are held in custodial accounts at Pershing (through SPF), TD Ameritrade, Fidelity or Schwab or similar custodial company or

directly at the issuer. Any charges that may be assessed by the custodians are not included in the above-mentioned fee.

All fees paid to Partnervest for investment management services are separate and distinct from the fees and expenses charged by the broker-dealers used for the transactions, custodians that hold the assets and the fees incorporated into the securities themselves, such as mutual funds or ETFs. The securities fees and expenses are described in each fund's prospectus and brokerage/custodial fees are described in the new account documentation when the client opens a brokerage account. A client could invest in most securities directly without the services of Partnervest and the client could pay more or less than what they pay for the programs if they purchased the services separately. Some of the factors that determine whether the client would pay more or less are volume of trades executed for the client, dollar value of client assets, type of executing broker dealer, frequency of portfolio reviews. In that case, the client would not receive the services provided by Partnervest which are designed, among other things to assist the client in determining which securities or funds are most appropriate to each client's financial objectives. Accordingly, the client should review both the fees charged by the funds/issuers to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Clients authorize Partnervest to deduct Partnervest's fees directly from their accounts, but on rare occasions Partnervest may direct bill the client for the investment management fee. Partnervest provides a quarterly billing statement to the client and the custodian for custodial accounts where Partnervest's fees are paid by account charge, by direct deposit or by automatic disbursement. Partnervest may inform the client of the fee to be deducted before or after the actual deduction or may rely on the Custodian's statement to the client to reflect the fee deduction. Custodians should state the amount of the fee deducted on the client's periodic statement received from the custodian. Custodians may term the fee differently, e.g. "management fee" "service fee". Clients should carefully review and compare account statements received from Partnervest against those provided by the custodian holding the client's assets. The account custodian does not check the fee calculation, percentage or amount to be deducted, so the client is responsible for reviewing the fee deduction shown on account statements and informing Partnervest of any suspected errors.

If, for any reason, a client wishes to terminate an Investment Advisor Agreement in the first five business days after entering the agreement, the client will be entitled to a full refund of any fees paid to Partnervest under that agreement. Thereafter, a client may terminate the agreement at any time but will be liable for the advisory fees earned according to the terms of the Investment Advisory Agreement based on the fee schedule then in effect for that client. To ensure clear communication, a termination notice must be in writing. Partnervest does not require a client, and a client is under no obligation, to act upon our recommendations. Partnervest also reserves the right to terminate a client's account pursuant to the terms of the Investment Advisor Agreement.

If a client does desire to implement Partnervest's recommendations including, without limitation, financial planning services, the client is free to effect the transactions through any broker-dealer, investment advisor or other financial institution. If a client directs Partnervest to use a particular broker-dealer, Partnervest may not be able to negotiate commission discounts, obtain volume discounts or achieve best execution for the clients transactions completed through their chosen broker-dealer.

Partnervest representatives may receive commissions (e.g. insurance and brokerage commissions) for the sale of the insurance product and/or securities to the client which is done to implement the investment advice provided to the client. A potential conflict exists, as a representative may advise a client to invest in certain products or securities which the representative also receives a commission. At the discretion of the representative, the representative may offset such commissions from the advisory management fee charged to the client. Any such offset will usually be described in writing to the client. Further, upon written notice to the client, which may be limited to the offer of an updated Partnervest Form ADV Part 2A or 2B, Partnervest's fees may be increased or decreased.

Partnervest does not collect fees exceeding \$1,200 six (6) months or more in advance of being entitled to the fee.

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

Does Partnervest offer clients the ability to pay a performance fee for asset management services?

Yes. Some clients may prefer to pay fees to Partnervest based upon the performance of the portfolio. Upon determination by Partnervest that a client qualifies for such a fee arrangement according to Rule 205-3 of the Investment Advisors Act, such clients will be charged a percentage of their portfolio gains as stated in the Investment Advisor Agreement. In addition, a 1% annual administrative fee is charged whether there is any gain in the portfolio or not. Thus, overall fees could significantly exceed 3% of the assets under management per annum. Fees are charged quarterly in accordance with Partnervest's normal billing practices as detailed within this document and/or in the Investment Advisory Agreement.

Performance fees are subject to the following disclosures:

A. Clients must have a net worth, excluding their primary residence, of \$2 million or be a Foreign Person or otherwise qualify for performance fees under Rule 205-3.

B. Type of Fees: As agreed between Partnervest and the client and as stated in the written Investment Advisor Agreement, Fees will usually be calculated pursuant to the Percentage of Appreciation method which is a specified percentage of appreciation in the account. However, if agreed by the client and Partnervest, they may instead be one of the following:

1. Percentage of out-performance: This is a percentage of the gain in the account over a stated benchmark. This may, but is not obligated to, include a high water mark (i.e. No performance fee is earned unless the fund's performance exceeds the previously achieved high point, so as to avoid earning a performance fee on recoupment of prior losses.)
2. Escalating Fee Rate: When the account's performance exceeds a certain benchmark, the overall rate of advisory fee increases

3. Asymmetrical fulcrum fee: Unlike a typical fulcrum fee, the decreases and increases in compensation based on performance may occur at different rates and to differing extents, e.g. for every 10 percent below a benchmark, compensation is reduced by a 5 percent increment up to a maximum of a 20 percent reduction, whereas for every 10 percent above the benchmark, compensation is increased by 10 percent up to a maximum of a 50 percent increase.

C. Maximum: The performance fee will not exceed 30% of the quarterly realized and unrealized gain in the portfolio using the valuation as reported by the custodian at the quarter end.

D. Fees will be calculated after deletion of additions and withdrawals to the account.

E. Performance fees are charged quarterly based upon quarterly performance

F. There will be no performance fee if the account declined in value during the quarter, excluding additions and withdrawals.

G. The performance fee arrangement may create an incentive for Partnervest to make investments in the client's account that are more risky and more speculative than would be the case in the absence of such an arrangement

H. Accounts subject to performance fees will be managed subject to a client's investment policy guidelines

I. Partnervest may receive increased compensation with regard to unrealized appreciation as well as realized gains in the account

Since Partnervest manages both accounts that are charged a performance-based fee and accounts that are charged another type of fee, such as an hourly or flat fee or an asset-based fee, there could be potential conflicts of interest by managing these accounts at the same time.

However, we make no distinction in terms of management between any accounts based on their fee schedule. This includes accounts that do not pay a fee (Advisor accounts, employee accounts) as well as asset-based and performance-based fees. One potential conflict of interest in a performance-fee based account is to use leverage to trade a higher dollar amount than an account's value. Since Partnervest does not employ leverage in the strategies it manages, we have no incentive to favor a performance-fee based account over any others. We avoid these potential conflicts of interest by excluding an account's fee election from the position summary and the block summary at the time of the trade. Furthermore, securities are generally traded at the block level, with every account in a given block receiving the same average (per custodian) price execution. Lastly, to help avoid conflicts of interest between accounts, Partnervest uses a randomizer every day before trading. The randomizer randomly selects the order of custodians (from the list of custodians that Partnervest uses) to determine the order in which Partnervest will execute the trading for its clients.

Item 7 – Types of Clients

Partnervest provides investment advice to individuals, pension and profit sharing plans, trusts, estates, charities, investment companies, other investment advisors, corporations or other business entities. Partnervest generally observes the following minimums for establishing an account; however in certain instances a lite version with lower minimums may be provided. In these instances the portfolio may not hold all of the securities of the full version but the portfolio will be managed to the same objective. The client investment experience will be different as compared to the full model:

STAR II and Spectrum Conservative - \$50,000
STAR Spectrum Tax Advantage California - \$50,000
STAR Spectrum Tax Advantage National - \$50,000
STAR II and Spectrum Conservative Income –\$25,000
STAR II Conservative Income (MORE) - \$25,000
STAR II and Spectrum Balanced - \$50,000
STAR II and Spectrum Moderate - \$50,000
STAR II and Spectrum Growth - \$50,000
STAR II Enhanced Growth - \$100,000
STAR II VEGA Core Plus - \$25,000
STAR III Alpha - \$100,000
STAR III VEGA - \$250,000

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

What are the methods of analysis and information used by Partnervest in providing its investment advice?

We treat clients as individuals. When a client comes to us their current investments are evaluated to determine whether they correspond with the client's financial objectives. Partnervest designs and proposes a portfolio to help clients attain their financial goals.

Before making recommendations to a client, and as a part of our overall method of analysis, Partnervest does extensive research to help develop our strategies and recommendations. Partnervest uses commercially available services, financial publications and information services dealing with investment research. Such information may be obtainable in print, on computer media, via the internet or via some other electronic means. Company prepared materials and research releases prepared by others are also utilized. Partnervest also uses research materials prepared by various investment product vendors or custodians. Finally, as an investment advisor, Partnervest has a good opportunity to access information from a variety of experts whether through personal visits, telephone calls or at industry or related meetings which cutting-edge information then benefits the client. However, Partnervest does not have

access to all important financial information and does not access or use material non-public information concerning securities.

Partnervest's research encompasses a wide range of investments including, without limitation, stocks, bonds, ETFs and mutual funds. Partnervest may offer advice on exchange listed or over-the-counter securities, corporate and agency debt and municipal securities, CDs, variable annuities, variable life insurance, mutual funds, U.S. Government securities, exchange traded funds (ETFs), hedge funds, options, adjustable rate securities, private and public real estate investment trusts (REITs) and limited partnership interests. The vast majority of investments recommended by Partnervest are in the form of no-load or load at net asset value mutual funds and ETFs. The investment selection offered to clients may be limited by the knowledge and experience of the personnel of Partnervest and or the resources available to it as a result of its relationships with custodians and other providers in the broader financial industry. Partnervest believes that the breadth of choices available under these restrictions is sufficiently wide so as to effectively make available the full range of investment options that might conceivably be important for the vast majority of clients.

We then incorporate our research into the creation of our investment strategies. Some methods used in creating our strategies are charting, fundamental economic and investment analysis, technical investment analysis and/or cyclical analysis. The asset allocation service utilizes a strategy designed in accordance with individual client volatility tolerance to deliver the optimal mix of asset classes, using a tailored mix of securities. For fixed income, Partnervest generally uses ETFs and mutual funds but in some cases builds portfolios using investment grade fixed-income instruments (i.e. CDs, corporate bonds, U.S. Treasuries, tax free municipal bonds, zero-coupon bonds and commercial paper), with maturities designed to provide either preservation of capital or current income.

Partnervest's selection of investment vehicles supports the asset allocation process. Each investment represents a relatively narrow sector of the equity or fixed income market as determined by the particular security or if a mutual fund, its management style or the index it tracks. By combining individual investments into the overall asset allocation portfolio, a well-diversified portfolio of individual securities (including options) is sought with broad market exposures but without chronic over-weighting or under-weighting of specific sectors industries or manager styles. Partnervest often makes use of broad based index funds and ETFs in order to participate in any particular asset class but also diversifies in other methods depending upon the individual client's needs, including individual equities and options such as covered calls. Index funds and ETFs may benefit from low costs and minimum trading activity, avoiding timing and human judgment and the tax costs arising from each security trade. In many cases, Partnervest will utilize both active managers and passive index funds in the same asset classes within a single portfolio.

What are some of the risks associated with your method of analysis?

Investing in securities involves the risk of loss that clients should be prepared to bear. Partnervest's limited resources may not allow it to research as much as it would otherwise find desirable. Likewise, the scope of securities included may not be extensive as Partnervest has an incentive to increase efficiency of its limited resources by focusing more of its analysis of asset class sector ETFs. This narrower focus could mean that clients don't participate in higher returns that they otherwise could have done. Also, Partnervest's STAR III VEGA strategy can

accrue large amounts of cash in the client's account due to option strategies and Partnervest may need to, or find it desirable, to wait for better buying opportunities to reinvest the client's money. This may cause a portfolio to be out of balance for significant periods of time. Also, if a better buying opportunity is not apparent, Partnervest may sell cash covered puts. The implementation of our investment management program methods, including those described above, is at the discretion of Partnervest and thus may not be what the client would want at that specific time.

See Item 11 for additional information on the risks involved when investing in securities.

Item 9 – Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of Partnervest's business or the integrity of its management.

Item 10 – Other Financial Industry Activities and Affiliations

What other important financial industry activities or affiliations do you or your management personnel have?

Representatives of Partnervest may also sell products and services through their affiliations with insurance agencies and broker-dealers such as Sorrento Pacific Financial LLC (SPF) and Partnervest Insurance Group LLC doing business as Partnervest Insurance Services.

Partnervest is a 100% owned subsidiary of Partnervest Financial Group LLC.

Partnervest Financial Group LLC also owns Partnervest Insurance Group LLC, a registered insurance agency. Partnervest Insurance engages in a broad range of activities normally associated with general insurance agencies. Pursuant to the investment advice and/or financial planning given by Partnervest, purchase of insurance products may be recommended for clients of Partnervest. If Partnervest Insurance is selected by the client as the insurance agency, it may effect insurance product transactions for clients of Partnervest. If Partnervest Insurance is selected as the agency, the transaction charges may be higher than the charges the client might pay if the transactions were executed at other insurance agencies. The client is under no obligation to purchase insurance recommended or to purchase insurance through Partnervest Insurance.

Some other affiliations are:

Partnervest refers clients to several other custodians including Fidelity, TD Ameritrade and Schwab. See sections in this Form ADV Part 2A titled "Client Referrals" and "Custody" for more details about these relationships.

In some situations, Partnervest utilizes the services of a third party to collect information via a website in order to establish an account with Partnervest.

Certain Partnervest representatives and management personnel have other business affiliations, such as, CPA, tax advice and preparation or law practices, as more fully described in their Form ADV Part 2B. These practices are independent of and not affiliated with Partnervest. Partnervest does not provide accounting, tax or legal advice.

Representatives may offer their services as a Partnervest investment advisory representative through another name. We call this a "doing business as" (dba) name. For example instead of operating under the name John Smith, the representative may operate under Smith Financial Group or XYZ Wealth Management. In these circumstances, the investment advisory services, but only the investment advisory services, are still offered through the Partnervest representative, notwithstanding the dba.

Partnervest recommends, but does not direct, that clients use one of several third party plan administrators ("TPAs") for administration of qualified plans. Partnervest receives no compensation for this recommendation but some pension staff may receive discounted or free continuing education from the TPAs to maintain their cutting-edge expertise in pension matters.

Partnervest serves as an investment sub-advisor to an ETF managed by AdvisorShares Trust. In consideration for its services, Partnervest receives a subadvisory fee directly from the ETF for managing assets within the ETF. Partnervest also receives a fee on the same assets directly from the client. In some circumstances the overall fee paid to Partnervest could be more than what the client is currently paying Partnervest. This, along with the fact that client assets in the ETF help to reduce the cost to Partnervest in maintaining the ETF, constitutes a conflict of interest with the client in advising the client to invest in the ETF or using discretion to invest the clients' assets in the ETF. Partnervest believes that the conflict is mitigated and it is still in the best interests of clients so advised to invest in the ETF.

David Young, who serves as Partnervest's Chief Investment Officer (CIO), is also affiliated with and has control of Anfield Capital Management LLC, a subadvisor to Partnervest. A conflict exists due to the dual role the CIO has in designing portfolio allocations for Partnervest that may include funds managed by Anfield, and which provide additional financial benefit to Anfield and the CIO by nature of his affiliation and control over Anfield.

Partnervest Financial Group has entered into a Promissory Note with Ledgewood Properties Inc. Profit Sharing Plan whose beneficiaries are family members of The Hampshire Companies, a privately-held, fully integrated real estate operating company and private equity real estate investment fund manager and whose offerings may be made available to certain Partnervest accredited investors. For example, The Hampshire Net Lease Fund LLC, is available through Partnervest Advisory Services, LLC via the CSQ Hampshire Net Lease Fund. The promissory note was executed May 3, 2016 for a maximum of \$400,000 at 9% interest. As of June 1, 2016 Partnervest Financial Group has borrowed \$150,000 against this note. Hampshire may also provide education support at Partnervest Investment Advisor Representative conferences and

pay a fee to subsidize the cost of the conference. A potential conflict of interest exists in that Partnervest may recommend clients invest in Hampshire related investments.

Partnervest utilizes the services of Circle Squared Alternative Investments, LLC (CSQ) which provides consulting and due diligence services to Partnervest related to Alternative Investments such as Real Estate. CSQ also serves as an Advisor to the Hampshire Companies, aided Partnervest in obtaining the loan from Hampshire and is an Investment Manager of certain private funds such as The CSQ Hampshire Net Lease Fund 1, a fund managed by Circle Squared Alternative Investments whereby substantially all of the assets of the Fund will be invested in the Hampshire Net Lease Fund LLC. CSQ also provides education support at Partnervest Investment Advisor Representative conferences and may pay a fee to subsidize the cost of the conference. A potential conflict of interest exists in that Partnervest may recommend certain clients invest in CSQ and Hampshire related investments.

What are some of the risks or conflicts of interest created by these other financial activities?

Representatives and management personnel may have their time and attention drawn to other activities and affiliations which may impede their ability to fully carry out all duties for Partnervest and its clients as would otherwise be desirable.

Representatives may not be clear in exactly what firm or organization they are representing when providing various services. If the advice is provided altogether in a single meeting, for example, the client may believe that Partnervest is providing all of it, when in fact Partnervest is only providing the investment advice, and all other services are provided by a different entity. Partnervest and its representatives may have a bias to refer clients to its affiliated entities which may charge more than the fees otherwise available for such services. Such bias may also arise due to the potential for cross-referral of client relationships. Clients should comparison shop for any services recommended by Partnervest or its representatives and be sure that they clearly understand what entity is providing the services and be satisfied with the entity's merits.

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

What does your Code of Ethics say?

Following is Partnervest's Code of Ethics. Partnervest will provide a copy of its code of ethics to any client or prospective client upon written request.

Partnervest is committed to ethical conduct. Partnervest's Code of Ethics is intended to set the tone for the conduct and professionalism of Partnervest employees and stress the importance of the principles of honesty, integrity and professionalism in order to protect our clients from

misconduct, protect the reputation of Partnervest, and educate and remind employees of their responsibilities to act with propriety at all times.

Persons Covered by the Code

Partnervest's Code of Ethics covers all "supervised persons".

A supervised person is defined as any of Partnervest's officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on Partnervest's behalf and is subject to the Partnervest's supervision or control.

Standards of Business Conduct

Partnervest Advisory Services and its advisory affiliates will abide by honest and ethical business practices. The general principles discussed in this section govern all conduct at the firm and stress the importance of honesty, integrity, and professionalism in all conduct, treating clients fairly and doing what is right. These principles include, but are not limited to:

- **Fiduciary Duty** : Place the interest of the client first at all times and maintain confidentiality regarding the financial circumstances of clients, including the identity of security holdings.
 - Not inducing trading in a customer's account that is excessive in size or frequency in view of the financial resources and character of the account.
 - Making recommendations with reasonable grounds to believe that the recommendations are suitable for the customer on the basis of information furnished by the customer.
 - For non-discretionary client accounts, placing orders only after obtaining clients authorization pursuant to the advisory agreement.
 - Not borrowing money or securities from, or lending money or securities to, a customer.
 - Not placing an order for the purchase or sale of a security if the security is not registered, or the security or transaction is not exempt from registration in states we provide investment advice in.
 - Not placing orders for customers, or recommending that the customer place an order, to purchase or selling a security through a broker/dealer or agent, or engaging the services of a broker/dealer, agent, or investment advisor, not licensed under states we provide investment advice in.
 - Complying with the federal securities laws.
 - Not engaging in portfolio pumping activities whereby a large volume of orders are placed on existing holdings of a security in order to artificially inflate the price
 - Not engaging in "Window Dressing" a client portfolio whereby changes are made to the portfolio holdings near the time when reports are provided to the client (e.g., quarter end) such that well-performing securities are added to the portfolio and poor-performers are sold from the portfolio.
 - Not engaging in "cherry picking" whereby securities that have performed well in another portfolio are added to the client portfolio in anticipation that the trend will continue, but without sufficient due diligence on the security and its appropriateness for the specific client portfolio.

- **Personal Securities Transactions:** Conduct personal securities transactions in such a manner that avoids any material potential or actual conflict of interest or any abuse of your position of trust and responsibility. Comply with Partnervest's Personal Securities policy as stated elsewhere in this Compliance Manual, including not trading ahead of clients in the VEGA ETF.
- **Conflicts of Interest:** Do not take advantage of your position, and maintain independence in the investment decision-making process. Disclose actual material conflicts and obtain client consent when necessary. Avoid conduct wherein a material conflict of interest would harm a client or could be reasonably interpreted as attempting to inappropriately influence a client (See Gifts and Gratuities section and Conflicts of Interest section.)
- **Insider Trading:** Comply with Partnervest's Insider Trading policies and procedures. An "Ethics Wall" is a zone of non-communication that would be established between distinct departments within Partnervest to help prevent conflicts of interest that might result in the inappropriate release of sensitive information. While Partnervest does not have a formal ethics wall, all advisors and employees are expected to adhere to the policies and procedures related to the prevention of insider trading. (See the Insider Trading section of this manual for more information.)
- **Political Contributions:** Do not make political contributions to clients of the firm or to municipal officials wherein the firm has advised clients to purchase their municipal securities or in which the firm has advised the municipality. Do not make contributions (including monies, gifts, etc.) to government officials wherein the advisor or firm provides or is seeking to provide advisory services to the government entity.

In connection with the purchase or sale (directly or indirectly) of a security held or to be acquired by a client, a representative or employee of Partnervest may not:

- Defraud the client in any manner;
- Mislead a client, including by making a statement that omits material facts;
- Engage in any act, practice or course of conduct that operates or would operate as a fraud or deceit upon such client;
- Engage in any manipulative practice with respect to a client;
- Engage in any manipulative practice with respect to securities, including price manipulation or front running.

Reporting Violations of the Code of Ethics

All Partnervest representatives and employees have a responsibility to report any code violations to the Chief Compliance Officer, Ken Hyman, the compliance department or a supervisor. Failure to report a code violation constitutes a violation itself. Retaliation against the reporting employee is prohibited and constitutes a further code violation.

Annual Acknowledgement

Upon becoming employed by Partnervest Advisory Services, all supervised persons will be required to acknowledge their receipt of and commitment to comply with the Code of Ethics. These acknowledgements will be retained in firm records.

On an annual basis, supervised persons will be requested to attest that they have a copy of the Code of Ethics, have read it, and will comply.

Failure to Comply With the Code of Ethics

Failure to comply with Partnervest's Code of Ethics may result in appropriate disciplinary action, up to and including termination.

Considerations for the STAR Global Buy Write ETF (NYSE: VEGA)

Section 270.17j-1 of the Investment Company Act addresses code of conduct requirements for investment company personnel and is relevant to Partnervest as sub-advisor to the STAR Global Buy Write ETF.

Code of Ethics—(1) Adoption and approval of Code of Ethics. (i) Every Fund (other than a money market fund or a Fund that does not invest in Covered Securities) and each investment adviser of and principal underwriter for the Fund, must adopt a written code of ethics containing provisions reasonably necessary to prevent its Access Persons from engaging in any conduct prohibited by paragraph (b) of this section.

(ii) The board of directors of a Fund, including a majority of directors who are not interested persons, must approve the code of ethics of the Fund, the code of ethics of each investment adviser and principal underwriter of the Fund, and any material changes to these codes. The board must base its approval of a code and any material changes to the code on a determination that the code contains provisions reasonably necessary to prevent Access Persons from engaging in any conduct prohibited by paragraph (b) of this section. Before approving a code of a Fund, investment adviser or principal underwriter or any amendment to the code, the board of directors must receive a certification from the Fund, investment adviser or principal underwriter that it has adopted procedures reasonably necessary to prevent Access Persons from violating the Fund's, investment adviser's, or principal underwriter's code of ethics. The Fund's board must approve the code of an investment adviser or principal underwriter before initially retaining the services of the investment adviser or principal underwriter. The Fund's board must approve a material change to a code no later than six months after adoption of the material change.

(iii) If a Fund is a unit investment trust, the Fund's principal underwriter or depositor must approve the Fund's code of ethics, as required by paragraph (c)(1)(ii) of this section. If the Fund has more than one principal underwriter or depositor, the principal underwriters and depositors may designate, in writing, which principal underwriter or depositor must conduct the approval required by paragraph (c)(1)(ii) of this section, if they obtain written consent from the designated principal underwriter or depositor.

(2) **Administration of Code of Ethics.** (i) The Fund, investment adviser and principal underwriter must use reasonable diligence and institute procedures reasonably necessary to prevent violations of its code of ethics.

(ii) No less frequently than annually, every Fund (other than a unit investment trust) and its investment advisers and principal underwriters must furnish to the Fund's board of directors, and the board of directors must consider, a written report that:

(A) Describes any issues arising under the code of ethics or procedures since the last report to the board of directors, including, but not limited to, information about material violations of the code or procedures and sanctions imposed in response to the material violations; and

(B) Certifies that the Fund, investment adviser or principal underwriter, as applicable, has adopted procedures reasonably necessary to prevent Access Persons from violating the code.

(3) **Exception for principal underwriters.** The requirements of paragraphs (c)(1) and (c)(2) of this section do not apply to any principal underwriter unless:

(i) The principal underwriter is an affiliated person of the Fund or of the Fund's investment adviser; or

(ii) An officer, director or general partner of the principal underwriter serves as an officer, director or general partner of the Fund or of the Fund's investment adviser.

Unlawful Actions

It is unlawful for any affiliated person of or principal underwriter for a Fund, or any affiliated person of an investment adviser of or principal underwriter for a Fund, in connection with the purchase or sale, directly or indirectly, by the person of a Security Held or to be Acquired by the Fund:

(1) To employ any device, scheme or artifice to defraud the Fund;

(2) To make any untrue statement of a material fact to the Fund or omit to state a material fact necessary in order to make the statements made to the Fund, in light of the circumstances under which they are made, not misleading;

(3) To engage in any act, practice or course of business that operates or would operate as a fraud or deceit on the Fund; or

(4) To engage in any manipulative practice with respect to the Fund.

Recordkeeping Requirements

(1) Each Fund, investment adviser and principal underwriter that is required to adopt a code of ethics or to which reports are required to be made by Access Persons must, at its principal place of business, maintain records in the manner and to the extent set out in this paragraph (f), and must make these records available to the Commission or any representative of the Commission at any time and from time to time for reasonable periodic, special or other examination:

(A) A copy of each code of ethics for the organization that is in effect, or at any time within the past five years was in effect, must be maintained in an easily accessible place;

(B) A record of any violation of the code of ethics, and of any action taken as a result of the violation, must be maintained in an easily accessible place for at least five years after the end of the fiscal year in which the violation occurs

Do you buy or sell the same securities that you recommend to clients and what procedures do you have which are reasonably designed so that clients don't get harmed by such activity?

Partnervest or its representatives may, on occasion, buy or sell securities identical to those recommended to clients. It is the policy of Partnervest that no persons employed by Partnervest may purchase or sell any security prior to a transaction being implemented for an advisory account, thus preventing such employees from benefiting from transactions placed on behalf of advisory accounts. This rule does not apply to mutual fund transactions since trades are executed at the closing price at the end of the trading day. Should a conflict occur because of materiality, e.g. a thinly traded stock, disclosure will be made to the client. Incidental trading not deemed to be a conflict, e.g. purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price, would not be disclosed to the client. In addition, Partnervest has the following policies:

1. No employee of Partnervest will prefer his or her own interest to that of the advisory client,
2. Partnervest gives the unrestricted right to all clients to decline to implement any recommendation or advice rendered. Partnervest emphasizes the unrestricted right of each client to select and choose any broker or dealer and I or insurance company they wish.
3. Partnervest requires that all affiliated persons act in accordance with all applicable federal and state regulations governing investment advisors or be subject to discipline.
4. Partnervest does not act as principal to buy securities for itself from clients, or to sell securities it owns to any client.
5. Partnervest maintains policies and procedures designed to prevent its officers, directors and employees from trading on material non-public information gained during their employment with Partnervest.

Partnervest may provide a Profit Sharing Plan and 401 (k) Plan for its employees. The funds in the plan are invested according to participant selection and generally use a similar investment strategy as recommended to our clients. Neither Partnervest nor any Partnervest employee has a vested interest in the securities, other than the benefits received, as discussed elsewhere in this document, by the firm should the investment selection include the VEGA ETF, or make a market in the securities used. Dollars invested in this program are done systematically and invested by the recordkeeper, therefore, we do not believe there is a conflict of interest as it relates to our clients or ourselves. Owners of the company as individual participants in or

trustees of the retirement plan may also use Partnervest services to invest assets on their behalf.

Also related to retirement plans are Partnervest's policies with regard to cross transactions. Cross transaction occurs when Partnervest facilitates a securities trade between two clients. Partnervest will not effectuate any cross transactions involving qualified plan assets when Partnervest advises both the buyer and the seller. Partnervest will disclose to the client in writing prior to the completion of the transaction the capacity in which Partnervest is acting, the nature of the transaction, the pricing methodology used, the reason for the transaction, and a statement concerning Partnervest's conflict of interest in trying to fulfill its fiduciary duty to act in the best interests of both clients in the transaction, and that the client waives this conflict of interest by signing the consent. Partnervest will also disclose to the client a statement that authorization for a cross transaction may be terminated by the client at any time before settlement by written notification to Partnervest. Partnervest will give the client an annual summary of all cross transactions.

In addition, Partnervest may have a corporate investment account which is designed to be used as collateral or for growth of corporate assets. This account is invested in the STAR III VEGA investment strategy and is treated the same and no better than clients of the firm in the same investment strategy.

Do you have a privacy policy?

Our Privacy Policy is as follows:

Overview

Protecting the privacy and security of your personal information is a top priority for Partnervest. This Privacy Policy describes the privacy practices of Partnervest Financial Group LLC, and its affiliates, collectively known as Partnervest.

Highlights

Your nonpublic personal information is confidential.

Information security is a priority at Partnervest.

We do not sell information to third parties.

We do not share your non public personal information with outside parties except as necessary to service your account and as permitted or required by law.

How We Gather Your Information

In the course of doing business with Partnervest, you share personal and financial information with us. We treat this information as highly confidential and are committed to protecting the privacy and security of it. You may provide information when communicating or transacting with us in writing, electronically, or by phone. For instance, information may come from applications, requests for forms or literature, and your transaction and account positions. On occasion, such information may come from consumer reporting agencies and those providing other services to us.

How We Protect and Use Your Information

We maintain safeguards and enforce our code of ethics to insure that your personal information is held in confidence.

We do not sell information about current or former customers to third parties. We only share information about our customers within the Partnervest family of companies and with certain third party service providers that assist us in servicing your accounts. All third party service providers are required to protect the privacy of your information. In the event that your representative leaves Partnervest, we may provide your personal information to the Representative and his/her new firm in order to facilitate the transfer of your accounts to the new firm so that you may continue to be served by your Representative. We only disclose information as permitted or required by law.

Notice (Required by Regulation)

If you do not want us to share information, other than required by law, with third parties, please clearly indicate your request in writing. If you wish confirmation of receipt of your request, then enclose a self-addressed stamped envelope.

If you have questions concerning this or other Partnervest policies, please call your investment representative.

Are there other risks and potential conflicts of interest for clients using your programs?

Yes. You will find discussion of risks and potential and actual conflicts of interest throughout this document. In addition to those, there are may be other risks and potential conflicts that a client should understand when entering into an investment advisor relationship with Partnervest. Here are some:

1. As with any investment, there are substantial risks in investing including, without limitation, volatile and unpredictable markets and potential loss of all principal.
2. Clients should realize that past performance is not indicative of future returns and there is no guarantee of any return and there may be loss of a client's principal investment.
3. Clients should understand that the investment advisory fee is just one charge the client will pay. Other fees include transaction costs, custodial fees, fees internal to the securities purchased, account maintenance and closing fees and other fees more fully disclosed in documentation provided to the client.
4. Clients should understand that fees and charges will be incurred by the client and that these can be substantial and have a significant impact on performance, especially during years with flat or negative performance.
5. Clients should understand that trying to compare the performance of their account managed by Partnervest may be difficult as it is not easy to find a comparable benchmark and unmanaged indices, such as the S&P 500, cannot be managed and therefore are not suitable comparisons either. Thus, it may not be possible for the client to truly gauge how their portfolio is performing relative to the market when receiving Partnervest's services.

6. Clients must be willing to accept costs of short term trading in many of Partnervest's asset management strategies.
7. Clients should understand that smaller accounts are difficult to properly diversify and thus they may not get the same benefit of larger accounts or have greater divergence of their results from the intended portfolio allocation. Due to their smaller size, they may also suffer higher pro rata transaction costs.
8. Although Partnervest generally recommends clients purchase ETFs and mutual funds, it may at times recommend client purchase securities that may involve greater risks related to liquidity, volatility and potential unfavorable fluctuations in underlying asset and/or index values. For example, international investments may be subject to economic or political instability, credit risk and exchange-rate fluctuations. Also, it may recommend a client heavily weight their portfolio in a single asset class(e.g., gold) or even a single security.
9. It may take an indeterminate amount of time to allocate the account assets to achieve the chosen asset allocation, especially for small portfolios or if only subsequent deposits are to be used to reallocate account assets. The number of securities in the portfolio will vary by the model employed.
10. Account assets may not always be allocated according to the parameters described in the IPG or portfolio documentation due to market fluctuations, rounding, option assignments, client-specific requests, and other factors.
11. Transaction charges may be incurred in order to achieve the chosen allocation, e.g. in connection with rebalancing the asset allocation of the portfolio, option assignments or rollouts. Lower asset accounts will have higher pro rata transaction costs. If Client desires to achieve the chosen allocation as soon as possible or has specific prohibitions or trading criteria, then Client will have to inform Partnervest of client's desire in writing and Partnervest may not be able to accommodate such requests.
12. Partnervest's STAR and STAR Spectrum programs may make significant use of options. The Options Clearing Corporation provides a very good document disclosing the reason options are used and their risks. The document is titled "Characteristics and Risks of Trading Standardized Options." A copy may be obtained online at <http://www.theocc.com/about/publications/character-risks.jsp>, or Partnervest will provide a copy to you upon your written request.
13. If a client directs Partnervest to use a particular broker-dealer, Partnervest may not be able to negotiate commission discounts, obtain volume discounts or achieve best execution for the clients transactions completed through their chosen broker-dealer.
14. Some investments in certain funds used by Partnervest will be denominated in foreign currencies. Changes in the relative values of foreign currencies (including the Euro) and the U.S. dollar, therefore, will affect the value of investments in portfolios with these funds. Partnervest and the funds used by Partnervest may purchase foreign currency futures contracts and options thereon in order to hedge against changes in the level of foreign currency exchange rates, but there can be no assurance that the client's portfolio will not be subject to significant fluctuations in foreign currency valuations.

15. Partnervest, like other advisors and businesses, encounter operational and technical difficulties which may impede its ability to effectively carry out all of its tasks and implement all desirable procedures. For example, Partnervest's software may encounter a bug, or an employee input a trade incorrectly. In order to address this issue, Partnervest completes a risk assessment every year in which it attempts to identify situations and circumstances which are creating a risk to it effectively conducting its business and then ranking those risks to determine where to allocate its limited resources in an attempt to address or mitigate those risks. It cannot be guaranteed that the risks will be identified or, even if they are identified, that they will be successfully mitigated. Such risks could pose operational or reputational risk to the firm and possibly impose trade errors or other loss to the client.

16. Investment advice and strategies provided by Partnervest may not be tax-efficient. Partnervest does not provide legal, accounting or tax advice, thus clients should obtain independent tax, legal and accounting advice before implementing any advice offered by Partnervest.

In addition to conflicts of interest stated in other parts of this disclosure document, Partnervest may encounter the following conflicts in providing its services to its clients:

1. There exists a potential conflict of interest between Partnervest and its clients when Partnervest allocates trades to accounts after conducting a block trade. Partnervest works to avoid the potential conflict with every account in a given block receiving the same average (per custodian) price. Further, Partnervest excludes an account's fee election from the position summary and the block summary at the time of the trade execution.
2. Since Partnervest manages both accounts that are charged a performance-based fee and accounts that are charged another type of fee, such as an hourly or flat fee or an asset-based fee, there could be potential conflicts of interest by managing these accounts at the same time. One potential conflict of interest in a performance-fee based account is to use leverage to trade a higher dollar amount than an account's value. Since Partnervest does not employ leverage in the strategies it manages, we have no incentive to favor a performance-fee based account over any others.
3. Partnervest representatives may receive commissions (e.g. insurance and brokerage commissions) for the sale of the insurance product and/or securities to the client which is done to implement the investment advice provided to the client.
4. Certain Partnervest representatives and management personnel have other business affiliations, such as, CPA, tax advice and preparation or law practices, as more fully described in their Form ADV Part 2B. These practices are independent of and not affiliated with Partnervest. Partnervest does not provide accounting, tax or legal advice.
5. Although representatives are not prohibited from buying or holding the same securities as clients, Partnervest's Code of Conduct requires that representatives put the clients' best interests before their own and the representative attests on an annual basis to abide by the Code of Conduct. Finally, representatives report their personal securities accounts to Partnervest and Partnervest receives duplicate statements to monitor the account for red flag activity.

6. Partnervest has a potential to receive an indirect economic benefit for clients using the services of a particular broker dealer or custodian. While there is no direct benefit received from the recommended broker-dealers/custodians in relation to the investment advice given by Partnervest to its clients, economic benefits may be provided in the future if higher assets under management are maintained and economic benefits are received which would not be received if Partnervest did not give investment advice to clients and also use the services of these broker-dealer/custodians. Partnervest may receive certain compensation from custodians in the form of training and education, e.g. sponsored conferences and meetings and related travel expenses.
7. Further, Partnervest's participation in the custodian referral programs may raise potential conflicts of interest. Partnervest may have an incentive to recommend that clients custody asset with custodians that refer more or better quality clients to Partnervest. Certain custodians may give Partnervest benefits when Partnervest has a certain amount of assets under management held with the qualified custodian. Such benefits may be participation in a referral program of representatives and/or potential clients to Partnervest and or discounted custodian and transaction fees. This can provide incentive for Partnervest to recommend to clients that they custody their assets at one particular custodian over the other.
8. Partnervest may refer clients to other programs as a solicitor or may use a sub-advisor for the management of the client's assets with Partnervest. Partnervest benefits in that it receives a portion of the investment advisory fee but doesn't have to do the work of actually managing the assets. Although this is disclosed to the client and Partnervest does reasonable due diligence on such third parties, there is a risk that Partnervest overlooked something or that the third party does not manage the clients assets as expected as Partnervest does not control the third party.
9. As further described in Item 10 A potential conflict of interest exists in that Partnervest may recommend certain clients invest in Circle Squared and Hampshire related investments.
10. A conflict may arise between Partnervest and the client due to Partnervest's use of discretion because the client is not consulted as to each transaction before it is made for the client. For example, certain transactions may not be consistent with what the client would have wanted to occur in that particular situation.
11. Partnervest may recommend that clients invest in ETFs in which Partnervest is a subadvisor to the ETF. One such ETF is the Advisorshares STAR Global Buy Write ETF (ticker symbol VEGA), <http://advisorshares.com/fund/vega>
12. Partnervest may recommend that clients invest in mutual funds in which Anfield Capital Management LLC is also the advisor to the fund. One such fund is the Anfield Capital Universal Fixed Income Fund.
13. All clients in the STAR II strategies and some clients in STAR I strategies are charged a management fee for assets invested in the VEGA ETF (85 bps) and they are also charged a management fee on the management of the entire portfolio, including the VEGA ETF.

14. Investment Representatives may receive a higher percentage overall payout when utilizing investment management programs managed internally by Partnervest than they would otherwise receive for non Partnervest managed programs.
15. Clients should obtain their own independent tax, legal and accounting advice. Strategies offered by Partnervest may not be tax-efficient.
16. VEGA ETF and VEGA SMAs may receive preferential treatment over Alpha, and STAR II related to time-sensitive trades. For example, the VEGA strategy may take preference over other strategies for time-sensitive trades in situations with high volume of trades needed across all strategies. Generally; however, Partnervest utilizes a randomizer which creates the order by custodian and the ETF as to the sequence of trades.
17. Partnervest may use newly listed, low asset and/or low volume ETFs as investments in its portfolios.
18. Some strategies used by Partnervest, e.g. the Core Plus Strategy, may use ETFs and mutual funds that involve risks related to liquidity, volatility and potential unfavorable fluctuations in underlying asset and/or Index values. Any international investments may be subject to economic or political instability, credit risk and exchange-rate fluctuations. Further, there is no guarantee that the strategy will achieve its investment objective.

Item 12 – Brokerage Practices

What are the factors that you consider in selecting or recommending broker-dealers for client transactions?

Partnervest recommends clients use certain broker-dealers/custodians. For example:

- Partnervest participates in the institutional advisor program (the "Program") offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors, like Partnervest, services which include custody of securities, trade execution, clearance and settlement of transactions.
- Partnervest also uses MTG LLC, dba Betterment Securities, a registered broker dealer, member SIPC as a qualified custodian for clients using the Betterment Institutional platform. Betterment Securities will hold your assets in a brokerage account and buy or sell securities when you or your adviser representative instructs them to do so.

Partnervest receives some benefits from these custodians through its participation in their Programs, and may also receive benefits from other broker-dealer / custodians and clients should review further disclosure as to such benefits under Item 14 below.

The client is not obligated to effect transactions through any broker-dealer/custodian recommended by us. However, if a recommended broker-dealer/custodian is not used, then Partnervest may not be able to assist the client in implementing its investment advice and may not be able to monitor the portfolio. This is primarily due to the fact that Partnervest's back office systems receive electronic data from the recommended broker-dealer custodians. Without this access it is not practical or efficient to adequately manage the client's assets.

We consider many factors in selecting the broker-dealers/custodians we recommend. One such factor is that we will seek broker-dealers/custodians that provide clients "best execution" and reasonable commissions. The lowest possible commission cost is not by itself the determinative factor. The transaction must represent the best qualitative execution. The factors considered in selecting brokers and determining the reasonableness of their commissions and best execution are:

1. The value of products, research and services given to the client.
2. The quality of service, responsiveness to Partnervest and its clients
3. The ability to execute transactions per client's special instructions
4. The economic advantage provided by the custodian.
5. The breadth of the products, research and services available
6. Whether clients may pay commissions higher than those obtainable from other brokers in return for those products and services
7. Whether research is used to service all of Partnervest's accounts or just those accounts paying for it
8. Efficiency of execution,
9. The timing of the transaction
10. The price of the security
11. The commission rate
12. The financial responsibility of the brokerage firm

Partnervest will determine that the rate is reasonable in relation to the value of the brokerage and research services provided.

While there is no direct benefit received from the recommended broker-dealers/custodians in relation to the investment advice given by Partnervest to its clients, economic benefits may be provided in the future if higher assets under management are maintained and economic benefits are received which would not be received if Partnervest did not give investment advice to clients and also use the services of these broker-dealer/custodians. Thus there is an incentive for Partnervest to recommend these broker-dealer/custodians which could pose a conflict of interest between the client and Partnervest, and could result in higher broker-dealer / custodian fees than the client would pay elsewhere. Some of these benefits that Partnervest may receive from the recommended broker-dealer/custodians include: receipt of duplicate client confirmations and bundled duplicate statements, access to a trading desk services institutional service participants exclusively, ability to have investment management fees deducted directly from clients' accounts, access to an electronic communications network for client order entry and account information, receipt of compliance publications and access to mutual funds, which generally require significantly higher minimum initial investments and are generally available only to institutional investors. The benefits received from these organizations and may or may not depend upon the amount of transactions directed to, or amount of assets custodied by the organization. Partnervest may also take advantage of certain group discounts on publications and investment research that is available through the institutional services units of the custodians. In addition, Partnervest may receive certain compensation from custodians in the

form of training and education, e.g. sponsored conferences and meetings and related travel expenses.

Partnervest believes that the conflict of interest created by the receipt of these incentives and benefits from the broker dealer/ custodian is not material as most of these incentives aid Partnervest in efficiently serving the interests of the client and that the client receives industry standard services from these broker-dealer/custodians.

Do you aggregate the purchase or sale of securities for various client accounts?

Partnervest does implement block trading as it is able to and beneficial for clients. For example, individual trades may be made in a client's account, or Partnervest can implement a single trade for multiple clients and then allocate the traded securities or proceeds to the individual's account. This is called block trading. The aggregations should, on average, reduce slightly the costs of execution, and Partnervest will not aggregate a client's order if Partnervest believes that aggregation would cause the client's cost of execution to be increased. The custodian will be notified of the amount of each trade for each account. No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all Partnervest transactions in that security on a given business day, with transaction costs shared pro rata based on each client's participation in the transaction subject to rounding for odd lots that would be deemed too small for an account ("de minimis allocations"), and other objective criteria. When the total final execution amount of a trade is materially less than an amount of the requested order, certain accounts may be removed entirely from the list of participants and the amounts of the allocation can be adjusted to avoid inefficient results. Accounts that do not receive an allocation with respect to a particular security will be considered first when the next partial fill occurs. Notwithstanding the foregoing, the order may be allocated on a basis different from that specified if all client accounts receive fair and equitable treatment. Partnervest will receive no additional compensation or remuneration of any kind as a result of the aggregation.

Item 13 – Review of Accounts

What type of reviews and reporting do you do?

Reviews

Partnervest periodically monitors the performance of the portfolios and manages them in accordance with its investment strategies.

For STAR Spectrum, STAR III, and STAR IV accounts:

Investment portfolios are consistently monitored and systematically rebalanced. More specifically, Partnervest Asset Management and subadvisors implement technology and procedures designed to allow a portfolio to stay within an acceptable bandwidth of target asset allocation. Each portfolio is reviewed periodically to evaluate the extent to which the actual

allocation matches the target allocation. Where the variance is considered excessive (as defined by the client's IPG or in the advisor's discretion if no bandwidth is stated), Partnervest or its subadvisor may take appropriate action to rebalance (buy and sell) in order to bring the actual allocation within acceptable range of the target allocation. This process is referred to as rebalancing and is utilized with the intent of helping maintain a risk quotient which is more consistent over time for each portfolio and which is systematized as a way to help the investor "buy low and sell high." However, there can be factors such as size of an account and market volatility which prevent Partnervest or its subadvisor from keeping a client in the targeted portfolio at all times. Further, accounts are also usually reviewed upon other triggering events such as: 1) receipt of new money to be invested, or, 2) the request to liquidate and disclose a significant portion of the portfolio, or 3) a significant change in the financial circumstances of the client if made known by client, or 4) a significant change in the status of the financial markets.

Tactical shifts in underlying investments are initiated when the strategy indicates it is both optimal and beneficial to do so.

For STAR I accounts:

The client's representative is primarily in charge of doing periodic account reviews. The representatives usually review accounts on a quarterly basis but may be only annually.

In doing such reviews, representatives usually ask themselves the following or similar questions:

1. How did your portfolio perform over the last period, on both a nominal and relative basis?
2. What parts of your portfolio did well? Poorly?
3. Is your portfolio allocation in line with the target allocation set forth in the IPG or other suitability information or client data? If not, what changes are called for?
4. Does the target portfolio continue to make sense?
5. Has a change in your current circumstances occurred suggest a need to change the target allocation?

The representative may, in special circumstances, incorporate the review of Partnervest's asset management team, for the account.

Reporting

Client communications occur at several levels: Confirmations and monthly statements of account document all transactions and are provided to the client by the broker dealer, fund manager, investment manager, investment sponsor or custodian. Also, quarterly statements of account reports are prepared and distributed by Partnervest or other third party investment service providers, however a few representatives prepare and distribute their own reports. In addition, Partnervest or its representatives may provide clients with a newsletter periodically covering investment and financial planning topics. There is no set schedule for these newsletters. Also, client meetings, which may be by phone or other form of communication, are generally held at least annually between the client and the representative to review the account and determine if there have been any changes in the client's financial goals. Finally, emails and letters also occur from time to time as circumstances warrant. Financial planning clients may receive a written financial plan at the time of services and no ongoing reports are prepared unless specifically retained by the client to do so.

Item 14 – Client Referrals

Do you use Solicitors and is Partnervest a solicitor for other programs?

Yes. Clients who are solicited by others for Partnervest are provided with a Solicitor Disclosure Document at the time of solicitation by the solicitor. This document details the compensation received by the solicitor or the RIA firm for the referral, which is usually a percentage of the investment management fee received by Partnervest from the client and may vary among solicitors. Likewise, when Partnervest solicits clients for the programs provided by other investment advisors, Partnervest will provide a Solicitor Disclosure Document showing what compensation Partnervest is paid for the solicitation. Partnervest does not charge solicited Clients fees greater than those charged to new clients with similar portfolios managed by Partnervest who were not introduced by a third party solicitor, subject to the conditions for case-by-case fee negotiation described in the *Fees and Compensation* section of this brochure.

Here is a list of the solicitors we use and those which we solicit for.

Firms Partnervest Solicits For :

1. BTS Asset Management
 - a. Partnervest is a solicitor for BTS, which provides a strategic fixed income security asset allocation program allocating assets among open end mutual funds with fees more fully described in its Form ADV.
2. Edelman Financial Advisors. (www.edelmanfinancial.com)
 - a. The Edelman Managed Asset Program® gives you all these features: A long-term investment approach; Extensive diversification, using as many as 19 separate asset classes and market sectors, each featuring hundreds of securities; Security selection that is market-based, not manager-based; Daily rebalancing review;
3. Golub Group, LLC (www.golubgroup.com)
 - a. Partnervest is a solicitor for the Golub Group portfolio strategies such as Growth, Balanced or Income, with weightings dedicated to these asset classes: equities, fixed income and cash.
4. Meeder Advisory Services (www.meederfinancial.com)
 - a. Partnervest is a Solicitor for Meeder Advisory Services, which offers diverse management styles including equity, fixed income, cash management, fund of funds management and asset allocation solutions that incorporate both strategic and tactical investment strategies.
5. Curian Capital LLC
6. Capital Management Group, Inc.

Solicitors for Partnervest:

1. Marcie Mask
2. John Dowd
3. Carol Fishburn of Brentwood Advisory Group LLC (www.brentwoodadvisorygroup.com)
4. Daniel Farrell
5. Robert Hall
6. Girard Securities Inc.
7. Centaurus (www.centaurusfinancial.com)
8. Silber Bennet Financial Inc.
9. Lion Street Financial LLC
10. First Heartland Capital Inc.
11. Sheryl Berkowitz
12. James Knight
13. Danny Ross
14. Stephen Pettee
15. Todd Ford
16. Todd Ensing
17. Cuso Financial Services, LP
18. Sorrento Pacific Financial, LLC
19. TCFG Wealth Management, LLC
20. Lisa Keyes
21. Diana Syester

Partnervest has entered into an additional arrangement with certain of its solicitors, wherein Partnervest shares an additional part of its advisory fee with the solicitor, to assist the solicitor in covering marketing expenses and to help offset the cost of Partnervest attending the solicitors' conferences. The arrangements are standard as follows but subject to modification which is disclosed to an investor at the time of solicitation via a Solicitor Disclosure form:

The following percentages of the management fees earned on assets directly and materially introduced by Solicitor to the Partnervest STAR™ Asset Management Platform.

<u>Percentage of</u> <u>Management Fee on</u>	
<u>Assets</u>	<u>New and Retained Assets paid quarterly</u>
First \$0 - \$25,000,000	5%
Next \$75,000,000	8%
Amounts over \$100,000,000	12%

For example, if Solicitor solicits \$102 million in AUM for Partnervest's STAR program, and Partnervest's investment management fee was a gross of \$300,000 per quarter, then Solicitor's fee under this additional program shall be calculated as follows:

$$\begin{aligned}
 (25/102 \times \$300,000) \times .05 &= \$ 3,676 \\
 (75/102 \times \$300,000) \times .08 &= \$17,647 \\
 (2/102 \times \$300,000) \times .12 &= \$ 706 \\
 \text{TOTAL} &= \$22,209 \text{ per quarter}
 \end{aligned}$$

Partnervest performs all accounting and remittance to the Solicitor for the sharing of these Management Fees.

Pursuant to the Asset Purchase Agreement between Partnervest Securities, Inc., (a former broker-dealer owned by Partnervest) and SPF and CUSO Financial Services ("CFS"),

Partnervest agreed to share part of its management fee for accounts introduced by CFS and/or Sorrento Pacific Financial as follows:

Assets	1 Year % of Management Fee on New Money as Collected	% of Management Fee on Subsequent Year on Money Retained
First \$0-\$25000000	20%	10%
Next \$75,000,000	30%	15%
Next \$400,000,000	40%	17.5%
Amounts Over \$500,000,000	50%	20%

What other referral programs do you participate in?

We participate in several referral programs offered by the custodians that we refer clients to, such as the TD Ameritrade referral program, Schwab Advisor Network® referral program and the Fidelity Wealth Advisor Solutions referral program. For example, the Fidelity Wealth Advisor Solutions is a referral program designed to introduce high net worth investors to independent registered investment advisors. Partnervest does not pay a fee to participate in the Wealth Advisor Solutions Program or other custodian referral programs, however it does share a portion of the advisory fees with the referring custodians.

TD Ameritrade Referral Program:

As disclosed under Item 12 above, Partnervest participates in TD Ameritrade's institutional customer program and Partnervest may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Partnervest's participation in the program and the investment advice it gives to its Clients, although Partnervest receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Partnervest participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have Partnervest's fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Partnervest by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Partnervest's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Partnervest but may not benefit its Client accounts. These products or services may assist Partnervest in managing and administering Client accounts, including accounts not maintained at TD Ameritrade.

Other services made available by TD Ameritrade are intended to help Partnervest manage and further develop its business enterprise. The benefits received by Partnervest or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Partnervest endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of

economic benefits by Partnervest or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Partnervest's choice of TD Ameritrade for custody and brokerage services.

Partnervest also receives from TD Ameritrade certain additional economic benefits ("Additional Services") that may or may not be offered to any other independent investment Advisors participating in the program. Specifically, the Additional Services include payment to Partnervest to help fund its use of Thinkpipes, which is a trading technology platform to help Partnervest trade its option and other investment strategies in a more effective and efficient manner and Orion Advisor Services LLC ("Orion"), which provides investment advisor back-office services. Thinkpipes is specifically designed for investment advisors, such as Partnervest, and offers an easy-to use and highly customizable platform with streaming market data, including level II quotes. Partnervest will be able to place equity, ETF and options orders, while leveraging advanced trading capabilities and many other features, such as:

- Extensive charting capabilities
- Robust portfolio analytics and pre-trade simulation and analysis
- Real-time risk management
- Complex options functionality
- Pre- and post-trade allocation of block trades

Thinkpipes can also integrate with TD Ameritrade's account management and trading platform, allowing trading and account information to flow seamlessly between both applications. TD Ameritrade provides the Additional Services to Partnervest in its sole discretion and at its own expense, and Partnervest does not pay any fees to TD Ameritrade for the Additional Services. Partnervest and TD Ameritrade have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services.

Orion is a back-office service bureau and portfolio management system for registered investment advisors. Orion's portfolio accounting service bureau handles key operational tasks for Partnervest such as performance and cost basis reporting, daily database and reconciliation, cost basis and performance calculation, statement generation and delivery and advisory fee billing statements. The web-integrated system gives Partnervest tools that enable it to provide investment advisory services to its clients in a much more efficient manner.

Partnervest's receipt of Thinkpipes and Orion services raises potential conflicts of interest. In providing Thinkpipes and Orion funding to Partnervest, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, Partnervest's client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate these Additional Services, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the funding for these services from TD Ameritrade, Partnervest may have an incentive to recommend to its Clients that the assets under management by Partnervest be held in custody with TD Ameritrade and to place transactions for Client accounts with TD Ameritrade. Partnervest's receipt of the funding of the services from TD Ameritrade does not diminish its duty to act in the best interests of its Clients, including to seek best execution of trades for Client accounts.

What sub-advisors do you use and for what investment advisors are you a sub-advisor to?

Partnervest may use the services of a third party independent investment advisor to assist in the management and/or manage the client's assets, which we call sub-advisors. Other than the relationship disclosed in #23 below, the sub-advisor's fee is incorporated into the fee charged to the client by Partnervest, i.e. the client does not pay more than Partnervest's normal fee for the client's use of a subadvisor through Partnervest. Partnervest uses the following sub-advisors:

1. Genworth Financial Wealth Management, Inc. (www.genworthwealth.com)
 - a. Provides mutual fund and variable annuity programs and a privately managed account program
2. Congress Asset Management Company (www.congressasset.com)
 - a. Provides various asset management and portfolio models
3. Envestnet (<http://www.envestnet.com/products/index.html>)
 - a. Offers a multitude of subadvisors to Partnervest and its clients
4. Confluence Investment Management LLC
5. Gurtin Fixed Income Management LLC
6. Icon Advisors (www.mimcorp.com)
7. Lockwood Advisor (www.lockwoodadvisors.com)
8. Rochdale Investment Management (www.rochdale.com)
9. Sterling Global Strategies (www.sterling-gs.com)
10. RNC Gentry
11. GAMCO Asset Management Inc.
12. Good Harbor Financial, Inc. www.goodharborfinancial.com
13. OceanPark Asset Management, Inc. www.oceanparkam.com.
14. AssetMark, Inc. www.assetmark.com
15. Anchor Capital Management Group, Inc.
16. Dana Investment Advisors, Inc.
17. Payden & Rygel
18. Quantum Capital Management
19. Riverbridge Partners, LLC

20. SNW Asset Management

21. Nations Financial Group, Inc.

22. Anfield Capital Management, LLC (Anfield) - In its role as subadvisor to Partnervest, Anfield provides regular and continuous supervisory management services for some or all of Partnervest's client assets invested in the following strategies: STAR Spectrum, VEGA Core Plus, Alpha, Collar and custom. In addition, Anfield is the investment adviser for the Anfield Universal Fixed Income Fund, a registered investment company, and may in the future serve as the investment adviser for other registered investment companies (the Anfield Universal Fixed Income Fund and any such other registered investment companies are collectively referred to herein as the "Fund"). From time to time Partnervest may invest all or part of Client's assets, sub-advised by Anfield, in the Fund. Anfield earns 85 bps (reduced to 75 bps through at least March 1, 2016) on Universal Fixed Income Fund and 15 bps on Two Roads Affinity Small Cap Fund. Partnervest, through its relationship with Anfield based upon the subadvisory agreement is heavily dependent upon Anfield for their investment expertise and has interwoven Anfield into certain of Partnervest's STAR offerings much more so than it has done so with a customary subadvisor. Thus, Partnervest views Anfield as a strategic partner. Such dependence and view may bias Partnervest's actions towards Anfield, e.g. allowing a greater variance of performance that it would have with other subadvisors. Although this could create a conflict of interest between Partnervest and clients, Partnervest does not believe that it creates an actual conflict as the paramount goal of both Partnervest and Anfield is to act in the best interest of the client.

23. CLS Investments – CLS Autopilot provides clients with online account opening and planning / management tools.

24. Betterment, LLC – Betterment Institutional provides clients with online account opening planning / management tools.

Partnervest, also, can act in the capacity of a sub-advisor to the third party independent investment advisor. The client should look to that advisor's documentation, (i.e. Form ADV Part 2 and investment advisory agreement) for further details and fees. Below is a list of firms to which Partnervest acts as a subadvisor:

1. American Independent Securities Group (AISG) (www.aisg.com)
 - a. Partnervest is a subadvisor to AISG to provide the Partnervest STAR programs to clients of AISG.
2. AdvisorShares
 - a. Partnervest is the subadvisor to AdvisorShares for the STAR Global Buy Write ETF (NYSE: VEGA).
3. Capital Region Financial Group LLC
4. MorganStanley SmithBarney LLC

Do you refer clients to other service providers?

Pension Plan Services: Partnervest may refer clients to certain pension plan design and administrative firms. These independently provided programs generally provide for the design, implementation, compliance and annual review of defined contribution and/or defined benefit plans for individuals and groups using prototype plan(s). A client is free to choose any pension provider. Partnervest may or may not provide investment advice and/or financial planning to the plan sponsor and plan participants.

Insurance: When an insurance need arises, Partnervest will generally make a recommendation as to the generic type of product or products that would best address the specific need. If the client has an existing agent who can provide the needed product and related service, Partnervest will, at the client's request, work with the agent to ensure the client is getting a suitable product for that need. If the client does not have a preferred agent, Partnervest may work with a provider or refer the client to an agent whom Partnervest believes can best deliver the appropriate product and related service, which agent may be an agent of Partnervest Insurance or SPF for variable insurance products. Partnervest almost always refers clients to an agent of Partnervest Insurance, or SPF for variable insurance products. Also, as Partnervest is heavily involved in the insurance product research and review, a fee may be charged based on the time expended by Partnervest personnel when a Partnervest Insurance agent is not used.

Complex Issues Solutions: Partnervest can make referrals so that a client receives solution-based advice from a team of experts to solve essential issues above and beyond those associated with basic financial planning. The team that is put together for or referred to the client will consist of those disciplines tailored to meet the individual client's needs and may include the following experts: Certified Public Accountants ("CPAs"), business professionals ("MBAs"), Certified Financial Analysts ("CFAs"), Chartered Life Underwriter ("CLU"), Certified Financial Planner (CFP), lawyers, tax experts, human resources specialists, real estate professionals and estate planners. Although making a referral, Partnervest advises clients to seek out their own third party service providers and carefully compare the services and costs. Partnervest does not provide the services by these third parties and is not responsible for their advice.

What are the important potential conflicts of interest created by these referral/solicitor/sub-advisory relationships?

Partnervest may refer clients to other programs as a solicitor or may use a sub-advisor for the management of the client's assets with Partnervest. Although this is disclosed to the client and Partnervest does reasonable due diligence on such third parties, there is a risk that Partnervest overlooked something or that the third party does not manage the clients assets as expected as Partnervest does not control the third party. Further, Partnervest's participation in the custodian referral programs may raise potential conflicts of interest. Partnervest may have an incentive to recommend that clients custody asset with custodians that refer more or better quality clients to Partnervest.

Anfield Capital Management (Anfield) is a subadvisor to Partnervest, and is also the investment adviser for the Anfield Universal Fixed Income Fund (Ticker: AFLIX), a registered investment company, and may in the future serve as the investment adviser for other registered investment companies (the Anfield Universal Fixed Income Fund and any such other registered investment

companies are collectively referred to herein as the “Fund”). From time to time Anfield may invest all or part of Client’s assets, sub-advised by Anfield, in the Fund. The fees received by Anfield for management of the Fund, including the portion of such fees corresponding to the amount of Client’s assets invested in the Fund, are separate from **and in addition to** the subadvisory fees that are charged to Client’s account and paid to Anfield by Partnervest. This presents a potential conflict of interest, for Anfield to invest Client’s assets in the Fund. However, Partnervest will only retain Anfield as a subadvisor, and Anfield will only invest Client’s assets in the Fund, if Partnervest believes the investment to be in Client’s best interests, considering Client’s objectives, risk tolerance, limitations and capital available for investment. In addition, Anfield Capital Management’s CEO, David Young, also serves as the Chief Investment Officer (CIO) for Partnervest Advisory Services, LLC which poses a potential conflict of interest in the potential bias toward using Anfield Funds as part of the Partnervest STAR and STAR Spectrum client portfolios.

If Partnervest does not manage all of the client’s assets and if the client has not provided documentation detailing the other assets held by the client, then the investment advice rendered by Partnervest may be unsuitable as it is only provided for a portion of the client’s assets. An example of this is that the client’s portfolio may be overweighted in a certain asset class because Partnervest does not know the client’s asset allocations managed elsewhere.

These subadvisors may provide other benefits to Partnervest such as newsletters, research, participation on Partnervest’s Investment Management Committee, participation in Partnervest’s sales meetings and conference calls to assist with marketing, preparing marketing materials, and marketing the program. The subadvisor may also introduce additional clients or institutional relationships that could enhance Partnervest’s business.

In some subadvisory relationships, Partnervest may share in the subadvisor’s revenue earned on client accounts referred by Partnervest. The client does not pay any additional fee under this revenue sharing agreement, but this poses a potential conflict of interest in that Partnervest may be more inclined to refer clients to these subadvisors. Currently, Partnervest shares in the following subadvisors’ revenue:

Subadvisor	% of Subadvisor revenue on client accounts referred by Partnervest that is paid to Partnervest
Anchor Capital Management	10%

Item 15 – Custody

Who are the custodians and brokers you use?

Partnervest has custody of client assets by virtue of the discretion it has in managing the client assets and that it has the ability to deduct its asset management fee from the client’s account. In other words, under government regulations, we are deemed to have custody of your assets if, for example, you authorize us to instruct the custodian to trade in your account, or if you grant us authority to move your money to another person’s account. Therefore, Partnervest has clients maintain their assets at independent qualified custodians which send quarterly, or more frequently, account statements directly to clients. To ensure that the client is aware of where

their assets are and what is being done in their account, it is important for clients to compare the account statements from the qualified custodian to any report provided by Partnervest and notify Partnervest and the custodian if you believe there is any error. If you do not wish to place your assets with a qualified custodian, then we cannot manage your account. The qualified custodians we use are listed below along with further detail about our relationship with them:

TD AMERITRADE

Partnervest also participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade") member FINRA/SIPC. TD Ameritrade is an independent and unaffiliated SEC registered broker-dealer. TD Ameritrade offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Partnervest participates in TD Ameritrade's institutional customer program and Partnervest may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Partnervest's participation in the program and the investment advice it gives to clients, although Partnervest receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Partnervest but may not directly benefit client accounts but may nevertheless assist Partnervest in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Partnervest manage and further develop its business enterprise. The benefits received by Partnervest or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Partnervest endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Partnervest in and of itself creates a potential conflict of interest and may indirectly influence Partnervest's choice of TD Ameritrade for custody and brokerage services.

FIDELITY

Partnervest has an arrangement with National Financial Services LLC and Fidelity Brokerage Services LLC (collectively, and together with all affiliates, "Fidelity") through which Fidelity provides Partnervest with "institutional platform services." Partnervest is independently operated and owned and is not affiliated with Fidelity.

The institutional platform services include, among others, brokerage, custody, and other related services. Fidelity's institutional platform services that assist Partnervest in managing and administering clients' accounts include software and other technology that (i) provide access to client account data (such as trade confirmations and account

statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist with backoffice functions, record keeping and client reporting.

Fidelity is providing Partnervest with certain brokerage and research products and services that qualify as "brokerage or research services" under Section 28(e) of the Securities Exchange Act of 1934 ("Exchange Act"). Fidelity offers other services intended to help Partnervest manage and further develop its advisory practice. Such services include, but are not limited to, performance reporting, financial planning, contact management systems, third party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third party service providers who provide a wide array of business related services and technology with whom Partnervest may contract directly.

Fidelity generally does not charge its advisor clients separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Fidelity or that settle into Fidelity accounts (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity provides access to many no load mutual funds without transaction charges and other no-load funds at nominal transaction charges.

PERSHING LLC through SORRENTO PACIFIC FINANCIAL LLC ("SPF ") and CUSO Financial ("CUSO")

Partnervest also uses Pershing as a custodian through SPF and CUSO. SPF and CUSO are the broker-dealers for clients which introduces the account to Pershing, who in turn acts as the custodian for the client's assets. SPF, CUSO and Pershing are members of FINRA and SIPC. The firms are independent and unaffiliated with Partnervest, other than SPF's affiliation with Partnervest as detailed elsewhere in this document (see "Advisory Business" and "Other Financial Activities" for more detail). Pershing offers services similar to those listed above by other custodians which include custody of securities, trade execution, clearance and settlement of transactions. Furthermore, SPF provides data access and retention services for certain of Partnervest's back-office operations. There is no direct link between Partnervest's participation in the program and the investment advice it gives to clients, although Partnervest receives economic benefits through its participation in the program.

SCHWAB

For some clients, we recommend that they use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian. Partnervest is independently owned and operated and is not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that some clients use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so.

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions, transaction charges or other fees on trades that it executes or that settle into your Schwab account.

In addition to commissions, Schwab 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 pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account custodied at Schwab.

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. Schwab's support services generally are available on an unsolicited basis (we don't have to request them) and at no charge to us as long as our clients collectively maintain a total of at least \$10 million of their assets in accounts at Schwab. If our clients collectively have less than \$10 million in assets at Schwab, Schwab may charge us quarterly service fees of \$1,200.

Following is a more detailed description of Schwab's support services:

Schwab Services That Benefit the Client: Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some 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 the Client: 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 a 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 account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, record keeping, and client reporting

Services That Generally Benefit Only Us: Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us.

Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide us with other benefits, such as occasional business entertainment of our personnel.

BETTERMENT SECURITIES

For some clients, we recommend that they use Betterment Securities, a registered broker-dealer, member SIPC, as the qualified custodian. Partnervest is independently owned and operated and is not affiliated with Betterment. Betterment will hold your assets in a brokerage account and buy and sell securities when we or you instruct them to do so. While we recommend that some clients use Betterment as custodian/broker, you will decide whether to do so and will open your account with Betterment by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so.

What are the potential conflicts of interest in process of recommending certain qualified custodians?

Certain custodians may give Partnervest benefits when Partnervest has a certain amount of assets under management held with the qualified custodian. Such benefits may be participation in a referral program of representatives and/or potential clients to Partnervest and or discounted custodian and transaction fees. This can provide incentive for Partnervest to recommend to clients that they custody their assets at one particular custodian over the other. For example, the availability of certain services from custodians benefits us because we do not have to produce or purchase them. We don't have to pay for custodian services so long as our clients collectively keep a certain minimum of assets in accounts at the various custodians. These minimum requirements may give us an incentive to recommend that you maintain your account at a certain custodian. This is a potential conflict of interest. We believe, however, that our recommendation of a particular custodian is primarily supported by the scope, quality, and price of the custodian's services and the fact that some custodian's platforms are more suited to the type of trading we do which makes the use of our resources more efficient. Therefore, we are not recommending a custodian to a client based solely on services that benefit only us.

Item 16 – Investment Discretion

Do you use discretion in the management of client's assets?

Partnervest accepts discretionary authority from the client to manage their assets. Partnervest also uses subadvisors that use discretionary authority in managing client assets. Discretion, in part, includes giving Partnervest the authority to determine, without obtaining specific client consent, the securities bought or sold and the amount of securities bought or sold. Most all of Partnervest's clients grant Partnervest full discretion in the management of their assets and it is unusual for Partnervest to manage client assets on a non-discretionary basis. Discretion is

granted by the client to Partnervest in the Investment Advisor Agreement at the commencement of the relationship or thereafter by written affirmation. Although it is possible for Partnervest to accept restrictions on its discretionary authority, it is highly unusual for Partnervest to do so, as it impedes Partnervest's ability to efficiently manage the assets and provide services to clients with available resources. Partnervest may also use its discretion in the method it uses to effectuate trades for clients (See Brokerage Practices for more detail in this regard). Lastly, notwithstanding anything to the contrary within this document, Partnervest is not authorized to dispose of client's funds or securities for any purpose other than authorized trading or deducting the fees client owes Partnervest (and/or a subadvisor) from the client's account.

Do You Use Anything to Help Guide Your Use of Discretion Over My Assets?

Yes, Partnervest generally encourages a client to sign an Investment Policy Guideline or Statement (IPG). The IPG is a document that discloses some of the policies and procedures which Partnervest follows in managing the client's assets. Topics addressed in a robust IPG may include the target asset allocation, the trigger for re-balancing procedures to be implemented, the investment goals, time horizon, risk tolerance, tax considerations, frequency and type of monitoring and reporting criteria for investment selection and overall investment strategy. However, IPGs may be more or less detailed and may be tailored for clients. Usually, customized IPGs are only used with STAR I clients and are completed by the specific representative that is managing the client's assets. The client should review the representative's Form ADV Part 2B for more detail with regard to how that particular representative manages client assets in STAR I accounts. The IPGs used for STAR II, Spectrum and III asset management are fairly standardized and not customized. If an IPG is not used, then Partnervest will rely on other information from the client, for example the suitability information on the brokerage/custodian new account form, to aid in guiding its investment advice and management of the client's assets.

Besides the IPG, Partnervest also has certain core beliefs which it considers in managing its clients' assets. Partnervest generally believes that asset allocation, trend analyses, active and passive portfolio management and sector concentration are helpful in determining appropriate investment strategies. By its nature, our investment management and financial planning are long-term oriented, and investing which supports the plans should therefore also focus on the long term. However, current changes that might impact a client's financial situation are not ignored and also short term instruments, such as options are often times used in managing specific strategies.

What are some of the potential conflicts that arise from Partnervest's discretion in managing client accounts?

A conflict may arise between Partnervest and the client due to Partnervest's use of discretion because the client is not consulted as to each transaction before it is made for the client. For example, certain transactions may not be consistent with what the client would have wanted to occur in that particular situation. Partnervest also has discretionary access to the client's assets, but Partnervest believes any risk from such access is satisfactorily mitigated by maintaining Errors and Omissions Insurance and Fidelity Bonding. Also, the client will always have direct

access to their assets and notification of any transactions from the qualified independent broker-dealer/custodian, which holds the client's assets.

Item 17 – Voting Client Securities

It is Partnervest's general policy that Partnervest does not vote proxies. However, there are some situations when Partnervest will vote proxies:

- With some ERISA accounts, the advisor may vote proxies if the Advisor Agreement states that the advisor will vote proxies
- Under Partnervest's Sub-Advisory Agreement(s), Partnervest may be responsible for reviewing proxy solicitation materials or voting and handling proxies in relation to the securities held as assets.
- Partnervest shall vote proxies for assets maintained in funds subadvised by Partnervest (e.g., VEGA) in accordance with the requirements of the Subadvisory Agreement between Partnervest and the fund's investment advisor.

For more information on Partnervest's proxy voting policies and procedures, or on how a proxy was voted, you may contact Client Services at clientservices@partnervest.com or 1-888-991-9969.

Item 18 – Financial Information

Partnervest does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore does not provide its confidential balance sheet for the most recent fiscal year. Partnervest does not believe there is any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to clients.