

Item 1- Cover Page



StrategicPoint

A FOCUS FINANCIAL PARTNER

294 West Exchange Street
Providence, RI 02903
(401) 273-1500/Telephone
(800) 597-5974/Toll-Free
(401) 273-8987/Fax

www.StrategicPoint.com

Email: info@strategicpoint.com

Firm Brochure (Part 2A of Form ADV)

January 11, 2017

This Brochure provides information about the qualifications and business practices of StrategicPoint Investment Advisors, LLC (hereinafter "SPIA"). If you have any questions about the contents of this Brochure, please contact us at (401) 273-1500 or info@strategicpoint.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.

SPIA is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about SPIA also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Pursuant to SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year (December 31st of each year). We may further provide other ongoing disclosure information about material changes as necessary. We will further provide you with a new Brochure as necessary based on material changes or new information, at any time, without charge.

This section discusses only material changes since the last annual update filed on March 30, 2016.

SPIA is a registered investment adviser with an affiliated broker dealer, StrategicPoint Securities (“SPS”). Currently, SPS serves as the introducing broker-dealer for most client accounts who custody their assets at Pershing, LLC (“Pershing”). Some clients use Pershing Advisor Solutions, LLC (“PAS”) as the introducing broker-dealer and also custody their assets at Pershing. These arrangements had been recommended to clients by SPIA. For the reasons described in this Brochure, SPIA is no longer recommending these arrangements, and will instead recommend that new clients select Fidelity Brokerage Services LLC, a registered broker-dealer (“FBS”) as the broker-dealer for their accounts and National Financial Services LLC (“NFS” together with FBS, “Fidelity”), an affiliate of FBS, as custodian of securities held in their accounts. NFS, also a registered broker-dealer, provides execution and clearance for securities transactions for SPIA accounts. SPIA will begin a process of recommending to its existing clients that they select Fidelity as the broker-dealer and custodian for their SPIA accounts. SPIA expects that this process will conclude during the first quarter of 2017 (this process is referred to in this document, on an account by account basis, as the “Transition”).

SPIA is updating this Brochure to reflect the prospective Transition to give clients information about the impact of the Transition on the services provided to their account and other important information.

The following is a summary of material changes. Please see each indicated section for important information about the changes summarized below:

Item 4 (Advisory Business) of this Brochure has been updated to reflect the elimination of Retirement Plan Services (“RPS”) as a service offering.

Item 5 (Fees and Compensation) of this Brochure has been updated in order to reflect the fact that SPIA will no longer receive certain compensation as a result of clients' use of SPS as an introducing broker-dealer. In addition, this section has been updated to reflect the economic benefit Fidelity will provide to SPIA and any conflicts that arise from the acceptance of these economic benefits from Fidelity.

Item 10 (Other Financial Industry Activities and Affiliations) of this Brochure has been updated to clarify that SPS will no longer be registered as a broker-dealer after the Transition to Fidelity is complete, nor will certain employees of SPS be required to be registered or licensed with FINRA.

Item 12 (Brokerage Services) of this Brochure has been updated to reflect that SPIA is now recommending Fidelity to clients for custody of account assets, and for clearance and execution of

securities transactions. This update also includes a discussion of certain economic and other benefits that Fidelity has agreed to provide to SPIA in connection with the transition of client accounts to Fidelity and to make available to SPIA thereafter.

The foregoing is only a summary of the material changes to the Brochure. It does not purport to identify every change to the Brochure since the last annual update (e.g. format changes). Clients are encouraged to read the Brochure in detail and contact their advisor with any questions.

Currently, our Brochure may be requested by contacting Richard J Anzelone, J.D., Managing Director and Chief Compliance Officer at (401) 273-1500 or ranzelone@strategicpoint.com. Our Brochure is also available on our website at www.strategicpoint.com, free of charge.

Additional information about SPIA is also available via the SEC's website www.adviserinfo.sec.gov. The SEC's website also provides information about any persons affiliated with SPIA who are registered, or are required to be registered, as investment adviser representatives of the firm. You can search this site by a unique identifying number, known as a CRD number. The CRD number for SPIA is 124636.

Item 3 -Table of Contents

Item 1- Cover Page.....	i
Item 2 – Material Changes.....	ii
Item 3 -Table of Contents	iv
Item 4 – Advisory Business	1
Item 5 – Fees and Compensation	7
Item 6 – Performance-Based Fees and Side-By-Side Management	12
Item 7 – Types of Clients.....	12
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.....	12
Item 9 – Disciplinary Information	15
Item 10 – Other Financial Industry Activities and Affiliations	15
Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading	16
Item 12 – Brokerage Practices	17
Item 13 – Review of Accounts.....	26
Item 14 – Client Referrals and Other Compensation.....	26
Item 15 – Custody	27
Item 16 – Investment Discretion	28
Item 17 – Voting Client Securities.....	28
Item 18 – Financial Information.....	29

Item 4 – Advisory Business

SPIA provides portfolio management services and financial planning and advisory services to its clients. The services include, but are not limited to, personal financial planning and consulting, asset allocation, investment management and retirement planning.

SPIA, founded in 1989, is part of the Focus Financial Partners, LLC ("Focus") network. As such, SPIA is a wholly-owned subsidiary of Focus Operating, LLC, which is a wholly-owned subsidiary of Focus.

As of December 31, 2015, discretionary assets under management were approximately \$554,798,000. There is approximately an additional \$10,000,000 of non-discretionary assets under advisement.

PORTFOLIO MANAGEMENT SERVICES:

Investment Management Services ("IMS")

SPIA's Investment Management Services ("IMS") provides proactive investment management including asset allocation, security selection, broker-dealer and custodial recommendations and ongoing portfolio management for a client's retirement and non-retirement accounts. This includes a personalized portfolio and management structure geared to a client's stated goals, along with proactive account management on an ongoing basis with rebalancing whenever economic, market and geopolitical conditions deem it advisable. IMS also provides clients with unlimited access to a SPIA financial advisor, general financial planning and a customized web page for investment performance and account reporting.

SPIA begins by evaluating the risk-assessment questionnaire completed by the client, which helps the advisor determine the client's overall investment experience, financial goals, targeted retirement date and tolerance for market risk. Based on this information, SPIA recommends a model investment portfolio for its clients' account(s). After reviewing the financial information provided by the client and based on the client's long term goals, risk tolerance and time horizons, SPIA will develop an investment strategy for each account that the client maintains. An account typically consists of, but is not limited to, equity mutual funds, exchange traded funds, commodities, alternatives and/or bond mutual funds, which hold only the client's securities and allows the client to have his/her own cost basis in each of the securities in the account.

If SPIA is managing a client's variable annuity under the IMS program, SPIA will be limited by the fund options available by the particular variable annuity product. Variable annuities will be managed under similar policies and procedures as we manage the Retirement Management Services ("RMS") program as explained below.

SPIA generally offers five portfolio models, each with a range of investment risk. As a SPIA client, you are placed in a portfolio model based on measurements of your risk tolerance. Before selecting a portfolio model, we talk to you about your understanding of, and ability to accept, risk. The goal is to select a portfolio model where you can feel comfortable in both good times and bad.

The portfolios are generally built around the following major strategies: Income, Conservative, Balanced, Growth, and Aggressive Growth. SPIA actively monitors each strategy and shifts assets and sector rotations within a specified range, based on our market and economic analyses. As the investment manager, SPIA will invest/reinvest client assets in accordance with the Investment Policy Statement ("IPS") created by SPIA for each client.

Clients may change portfolio models at any time by signing a new IPS. However, we encourage those changes only after careful discussion between client and client's advisor to ensure that life events are driving the request and not emotional reactions to temporary market conditions. SPIA will rebalance the portfolio's investments as necessary, so as to remain consistent with the client's stated financial goals and objectives.

SPIA will provide annual updates to the investment strategy as needed by meeting with clients in person or conference call. In addition, clients will have daily access to a web based portfolio reporting system offered through Envestnet® by accessing SPIA's website.

Retirement Management Services ("RMS")

SPIA also offers Retirement Management Services ("RMS") which provides ongoing investment management at the participant level for employer-sponsored retirement plans (e.g. 401(k), 403(b) or 457 plans). Under RMS, management of an employer-sponsored retirement plan ("Plan") account is incorporated into a client's overall financial plan and investment planning. If the client is a participant in a Plan that permits participants to direct investments into one or more investment alternatives, SPIA will assist the client in selecting among these investment options. If the client chooses and the Plan permits, SPIA will exercise direct control and discretion in managing the client's Plan account. This requires internet access along with a password and username provided by the client. Should the login process no longer work at some point during the management of the Plan account, the client will be notified that in order to continue to manage their Plan account, SPIA will need new login information, and it is incumbent on client to get SPIA the new login information, and also keep SPIA up to date on any Plan account changes and/or security enhancements to their Plan account.

Under RMS, SPIA begins by evaluating the risk-assessment questionnaire completed by the client, which helps the advisor determine the client's overall investment experience, financial goals, and targeted investment portfolio for a client's Plan account. After reviewing the financial information provided by the client and based on the client's long term goals, risk tolerance and time horizons, SPIA will develop an investment strategy for the Plan account. The portfolios are generally built around the following major strategies: Income, Conservative, Balanced, Growth, and Aggressive Growth. SPIA actively monitors each strategy and shifts assets and sector rotations within a specified range, based on our market and economic analyses. As the investment manager, SPIA will invest/reinvest client assets in accordance with the Investment Policy Statement ("IPS") created by SPIA for each client.

If SPIA is managing an employer-sponsored retirement plan account through the internet with full discretion, it will access the client's Plan account using the client provided username and password. Once the Plan account is accessed, SPIA will evaluate the current investments and/or allocations to make sure they are aligned correctly with the client's portfolio model (e.g. growth or balanced) based on client's specified risk level. Quarterly rebalancing along with rebalancing when deemed necessary by SPIA will be done on a random custodian rotation, and then again randomly on a Plan account level

within a particular custodian. This is done so that no one Plan account is rebalanced in the same order all the time. Due to the labor intensive nature of logging into Plan accounts to make investment and/or allocation changes pursuant to the portfolio models, it could take a few days or longer for all Plan accounts to be completed. If circumstances warrant SPIA to make changes in RMS accounts based on unique economic conditions, it will use its discretion in choosing an implementation strategy at the participant level. For example, if rebalancing needs to be done immediately due to some geopolitical or economic crisis, custodian rotation may not be used.

Whenever the Portfolio Management Committee (“PMC”) makes changes to the portfolio models, these changes will cycle through to the Plan accounts where applicable. Wherever possible, SPIA will work to match the allocation of its portfolio models under IMS with each corresponding Plan account; however, not all Plans offer exact matches of investment choices (e.g. we may be purchasing an energy fund in our portfolio models in IMS accounts held at a custodian, such as Fidelity, but some Plans may not offer an energy sector fund). In this instance, in order to meet the required allocation according to the portfolio model of the client, SPIA will attempt to find a corresponding investment that will keep the overall allocation of equities to fixed income to cash in proper proportion.

In addition to the rebalancing of the Plan accounts as needed, at the instruction of the Chief Investment Officer, a minimum of quarterly reviews will also be conducted if there were no trades effected over the previous 90 days. SPIA will review the current allocations in the Plan accounts to ensure that they are within SPIA’s recommended percentages for the portfolio model chosen by the client. If it is determined that the current allocation percentages are in line with the recommended portfolio model, no rebalancing is necessary. If the current allocation percentages are not in line with the portfolio model, SPIA will execute those exchanges between investments (e.g. mutual funds) that will bring the allocations as close as possible to the percentages of the portfolio model. SPIA has the discretion to determine if the Plan account is within acceptable portfolio model allocation percentages.

Once the Plan account is rebalanced or it is determined that no action is required, SPIA will review and confirm that the client’s selections for future allocations of salary deductions are in line with SPIA’s current recommended portfolio model selected by the client. If the future allocations of salary deductions are in line with the recommended portfolio model percentages, no further action is required. If the future allocation selections are not in line with the recommended portfolio model percentages, SPIA will change the future allocation percentages to align them with the model.

SPIA’s ability to manage a Plan account pursuant to a client’s investment objective, as compared to the management of accounts under IMS as mentioned above, is limited due to Plan rules, restrictions, investment choices and the labor intensive nature of logging into each client’s Plan account separately. Under IMS, the client opens an account with a custodian (i.e. SPIA recommends Fidelity as broker-dealer and custodian) allowing SPIA greater flexibility in rebalancing an account along with a greater number of investment choices as opposed to what is usually offered by an employer-sponsored retirement plan.

Except for certain web based Plan restrictions, most RMS clients will receive web based portfolio reporting from SPIA offered through Envestnet® with respect to their employer-sponsored retirement plan. However, clients should always make sure that they receive at least quarterly statements from the custodian of their Plan account (e.g. 401(k) or 403(b)).

Retirement Plan Services (“RPS”)

SPIA is no longer offering this service to new clients and will no longer open new accounts under RPS.

SPIA offers Retirement Plan Services (“RPS”) which involves establishing a new retirement plan or replacing the employer's existing retirement plan, at the employer's discretion. For example, if a small business owner wants to establish a 401(k) plan or SIMPLE-IRA for herself and employees, she can open the account at Pershing along with her employees opening up accounts at Pershing. SPIA would manage the accounts in the same manner as described under IMS. Under RPS, if an employee benefit plan is considered an ERISA (The Employee Retirement Income Security Act) Plan, no securities transactions will be effected by StrategicPoint Securities (“SPS”), which is a broker-dealer affiliated with SPIA, on behalf of that client without the client's explicit authorization. The client's authorization of the use of SPS is terminable at will, without penalty to the client, upon receipt by SPIA of written notice of termination. Within the preceding three months of providing authorization, the client will receive information sufficient to provide authorization for the use of SPS, which includes: (1) a copy of the Department of Labor PTE 86-128; (2) a copy of a brokerage authorization termination form; (3) a description of SPIA's brokerage placement practices; and (4) any other reasonable information regarding the use of an affiliated broker-dealer that the client has requested. If SPS is used for introducing to Pershing the execution of securities transactions, SPIA will provide the client with such reports as may be required by the Department of Labor.

Accounts under IMS, RMS and RPS are managed on a discretionary basis, which means that SPIA has the authority to make ongoing investment decisions within accounts without prior consent for individual transactions, unless mutually agreed to otherwise by SPIA and client. SPIA actively discourages client-directed trading within a managed account; however, clients will have the opportunity to place reasonable restrictions on SPIA management authority. As mentioned previously, clients may change portfolio model at any time by signing a new IPS. However, we encourage those changes only after careful discussion between client and client's advisor to ensure that life events are driving the request and not emotional reactions to temporary market conditions.

Under limited circumstances, as mutually agreed to by SPIA and client, SPIA may advise clients on a non-discretionary basis.

RETIREMENT PLAN ADVISOR SERVICES (“REPAS”)

SPIA provides advisory services to retirement plans (“REPAS”) subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), including participant-directed defined contribution plans, such as 401(k) plans (“ERISA Plan Clients”). Each ERISA Plan Client is required to enter into an investment advisory or management agreement with SPIA describing the services that SPIA will perform for the ERISA plan and its participants. SPIA provides both ERISA fiduciary services and non-fiduciary services to ERISA Plan Clients.

Fiduciary Services: SPIA provides REPAS fiduciary services either as a discretionary investment manager or a non-discretionary investment adviser.

Investment Management Services: SPIA provides investment management services to ERISA Plan Clients on a discretionary basis as an investment manager under ERISA § 3(38) and in that capacity,

SPIA's investment decisions are made in its sole discretion without the ERISA Plan Client's prior approval. Each ERISA Plan Client who engages SPIA to perform investment management services is required to enter into an investment management agreement. SPIA's investment management services include developing and implementing an investment policy statement, selecting a broad range of investment options consistent with ERISA § 404(c), making decisions about the selection, retention, removal and addition of investment options and if the ERISA Plan Client has determined that the Plan should have a qualified default investment alternative (a "QDIA") for participants who fail to make an investment election, selecting the investment that will serve as a QDIA. The investment options and/or QDIA selected by SPIA may include managed portfolios developed by SPIA that use the Plan's investment options. SPIA's managed portfolios consist of but are not limited to: Conservative, Balanced, Growth, and Aggressive Growth. SPIA has full discretionary authority over investment management of the Plan assets invested in the SPIA managed portfolios including, but not limited to, determination of the asset class allocations and selection of the underlying investments for each portfolio, adjustment of the asset class allocations, and the addition, removal or modification of the underlying investments. However, ERISA Plan Clients will have the opportunity to place reasonable restrictions on SPIA management authority. If SPIA managed portfolios are offered as Plan investment options and/or a QDIA, it will not result in additional compensation to SPIA. The managed portfolios are made available to retirement plans by the record-keeper through Mid Atlantic Trust Company's ("MATC") ModelxChange® platform.

Investment Advisory Services: SPIA also provides investment advisory services on a non-discretionary basis and in that capacity, the ERISA Plan Client retains, and exercises, final decision-making authority and responsibility for the implementation (or rejection) of SPIA's recommendations or advice. Each ERISA Plan Client who engages SPIA to perform non-discretionary investment advisory services is required to enter into an investment advisory agreement. SPIA's non-discretionary investment advisory services include assisting the ERISA Plan Client in developing and implementing an investment policy statement, assisting the ERISA Plan Client in selecting a broad range of investment options consistent with ERISA § 404(c), assisting the ERISA Plan Client in making decisions about the selection, retention, removal and addition of investment options, and if the ERISA Client has determined that the Plan should have a QDIA for participants who fail to make an investment election, assisting in the selection of the investment that will serve as a QDIA. SPIA also provides asset allocation services that enable participants to allocate the money in their Plan account among the Plan's designated investment alternatives. The asset allocation service is not an investment itself, but instead a service to help participants to decide how to invest their Plan account.

Non-Fiduciary Services: SPIA's non-fiduciary services to ERISA Plan Clients include assisting in educating plan participants about general investment principles and the investment alternatives under the plan and educating the ERISA Plan Client as to its fiduciary responsibilities. SPIA's non-fiduciary services also include assisting the ERISA Plan Client in monitoring, selecting and supervising service vendors. In carrying out this service, SPIA will introduce Sentinel Benefits & Financial Group ("Sentinel") as a potential third party administrator and/or record-keeper. Recommending Sentinel creates a conflict of interest due to the fact that Sentinel and SPIA are both owned by Focus. However, SPIA and Sentinel do not share in any fees and SPIA does not earn any additional revenue if Sentinel is used as the third party administrator and/or record-keeper. The ERISA Plan Client is not obligated to use Sentinel as the third party administrator and/or record-keeper.

For a more detailed description of SPIA's fiduciary and non-fiduciary services, the ERISA Plan Client should refer to the investment advisory agreement or investment management agreement, as the case may be.

FINANCIAL PLANNING SERVICES

SPIA will provide a Financial Check-Up ("Check-Up") or hourly financial planning to clients in accordance with the practice standards provided by the Certified Financial Planner Board of Standards, Inc.

The Check-Up may include, without limitations, an analysis of the following financial planning topics as applicable to the client's current situation:

- a balance sheet, retirement projections
- a review of life/disability and long term care insurance coverage
- college funding/savings
- a risk tolerance assessment

The Check-Up will cover those areas of financial planning that SPIA determines are applicable to the client based solely on the information provided to SPIA by the client.

StrategicPoint's Financial Check-Up Agreement is a one-time contract and provides no implementation and monitoring unless the client hires SPIA in an ongoing arrangement.

SPIA will not be responsible for the implementation or the monitoring of the findings of the Check-Up or for day to day management or supervision of any client funds, securities or other assets unless the client has also selected one or more of SPIA's Portfolio Management Services, as described above. SPIA will not have any control over, or custody of any client funds, securities or other assets pursuant to the Financial Check-Up agreement and is not authorized by the client to take any actions with respect to the disposal or use of client's funds, securities or other assets. Any implementation of recommendations or day to day management of client funds, securities or other assets will require the signing of a Discretionary Investment Advisory Services Agreement.

Financial Planning and/or other consulting not covered under the Check-Up are available to all clients and prospective clients at an hourly rate.

During the course of StrategicPoint's hourly financial planning engagement and/or as part of StrategicPoint's Portfolio Management Services, the financial planning process will include:

1. A discussion between SPIA's financial planning team and the client with regard to the client's goals, needs and objectives.
2. The gathering of data needed to complete the planning. Personal data will be provided by the client while professional resources to complete the plan will be supplied by SPIA's financial planning team.
3. Analysis of the data by SPIA's financial planning team.
4. Results presented by SPIA's financial planning team to the client and a discussion of recommendations and alterations to the plan that may or may not change the client's current course of action.

5. Implementation of the plan, if mutually agreed upon between SPIA and client.
6. Monitoring of the plan, as remains relevant, by the SPIA financial planning team and the client.

SPIA's financial planning team includes advisors and associates of the firm engaged in supporting SPIA's financial planning services. StrategicPoint, with written permission by the client, could also consult with various professionals such as the client's accountant or estate planning attorney.

Item 5 – Fees and Compensation

PORTFOLIO MANAGEMENT SERVICE FEES

StrategicPoint Investment Advisors' annual investment management fee for services provided under IMS, RMS and RPS shall be based upon a percentage (%) of the market value of the assets under management in accordance with the following fee schedule (the "Fee Schedule"):

<u>Assets under Management (End-of-Quarter)</u>	<u>Quarterly Fee</u>	<u>Annual Rate</u>
Under \$500,000	.3125% or (\$375.00 minimum*)	1.25% or (\$1500.00 minimum*)
\$500,001-\$1,000,000	.2500%	1.00%
\$1,000,001-\$1,500,000	.2125%	0.85%
\$1,500,001-\$2,000,000	.1875%	0.75%
\$2,000,001-\$3,000,000	.1500%	0.60%
\$3,000,001-\$5,000,000	.1250%	0.50%
Over \$5,000,000	Negotiable	Negotiable

*At SPIA's discretion

Clients will pay annually a percentage of assets under management as indicated in the Fee Schedule, payable quarterly in arrears based on the aggregate net value of the assets in the managed account, valued as of the last business day of the calendar quarter.

The aggregate net value of the managed account(s) shall be determined on the basis of such asset statements as are provided by the custodian(s) of the account(s) or by any investment vehicle utilized in the account(s). The investment management fee will be prorated for any period in which services are provided for less than a full calendar quarter. In the event that services cease to be provided other than on the last business day of a calendar quarter, the investment management fee will be based on the aggregate net value of the assets in the account(s) on the last business day that services are provided.

The investment management fee due SPIA hereunder is deducted from the account(s), if applicable, upon notification to the custodian. SPIA shall provide client with an invoice reflecting the amount of any fees due for a given period while at the same time providing such notice to the custodian. The amount deducted from the account(s) for any investment management fee will also be shown as a disbursement on any account statement given to client by the custodian. The invoice will show the amount of the investment management fee, how it was calculated and the value of the assets on which the invoice was based. Client agrees to inspect promptly all invoices, and to promptly notify SPIA in writing concerning any complaint or objection.

The investment management fee may be paid by check, credit card or by debiting the client's account. If the client does not maintain an account with Fidelity or Pershing, client agrees to pay fees by credit card or check unless SPIA can debit a client's account established somewhere other than Fidelity or Pershing.

In no event shall SPIA be compensated on the basis of a share of capital gains upon or capital appreciation of all or any portion of assets in the managed account(s).

Existing advisory clients are subject to the terms and conditions that were in effect according to the client's most recent Investment Advisory Services Agreement and any applicable amendments. Therefore, minimum fees required and investment management fee percentage rates may differ among clients and differ from the standard Fee Schedule.

SPIA generally requires a minimum of \$250,000 of assets under management for each client relationship. In addition, the minimum annual fee for investment management is \$1500.00 per year. For some accounts, the annual fee if calculated based on the Fee Schedule provided above and client contract would be less than \$1500.00. In such a case, SPIA may charge a minimum quarterly fee and annual fee as noted in Fee Schedule, which would be higher than the annual investment management fee expressed as a percentage. However, the standard investment management fee according to the Fee Schedule is subject to negotiation upon the prior written agreement between SPIA and the client. SPIA, in its discretion, may negotiate a different investment management fee and payment method in appropriate circumstances for similarly-situated clients and/or waive the minimum fee. The fee and method may be based on a number of factors, including, but not limited to: the type and size of account, the services provided to the account, the client's other accounts with SPIA, the accounts of the client's family with SPIA, the expectation that the client will add additional funds to their account, account composition and SPIA's overall assessment of the client relationship.

SPIA does not enforce the minimum fee for RPS clients.

In addition to SPIA's investment management fee, clients are also responsible for the fees and expenses charged by custodians and imposed by broker-dealers. Such fees may include, but are not limited to, any transaction charges, fees for duplicate statements and transaction confirmations, and fees for electronic data feeds and reports.

Where mutual funds are included within a portfolio, in addition to the investment management fees paid to SPIA for Portfolio Management Services, clients are responsible for the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a 12b-1 fee. SPIA's Portfolio Management Committee seeks to utilize no-load mutual funds. However, if SPIA does choose to use a mutual fund that imposes a sales charge, also known as a load, SPIA ensures this sales charge is waived by the fund company. A client could invest in a mutual fund directly, without the services of SPIA. In that case, the client would not receive the services provided by SPIA which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, SPIA encourages the client to review both the fees charged by the funds and the investment management fees charged by SPIA to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

SPS as Introducing Broker-Dealer – Before the Transition

StrategicPoint Securities, LLC (“SPS”) is an affiliated broker-dealer of SPIA which may provide introducing broker-dealer services on behalf of SPIA. SPS is a member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). If a client authorizes SPIA to use SPS to introduce transactions to Pershing (the custodian) for execution, this will result in compensation to SPS, which is in effect, additional compensation to SPIA. The additional compensation generated includes, but is not limited to: ticket charges (a portion of which is paid to Pershing for clearance and execution), cash management sweep programs and FundVest® asset-based revenue sharing (e.g. 12b-1 fees). FundVest® is Pershing’s no transaction-fee (“NTF”) mutual fund platform providing access to more than 5000 mutual funds from more than 250 fund families.

SPS’ participation in the FundVest® platform allows SPS to be eligible to receive asset-based compensation from the mutual funds on the platform. The mutual funds selected from Pershing’s NTF platform in connection with SPIA’s discretionary investment advisory services generally are those funds that pay a 12b-1 fee to SPS. Some mutual funds enter into revenue sharing arrangements with Pershing and these payments will be shared with SPS by Pershing depending on the mutual fund company’s arrangement with Pershing. Generally, a mutual fund family will offer on the FundVest® platform multiple share classes to be available to investors based upon certain eligibility and/or purchase size requirements. The funds available on FundVest® are mostly the fund companies’ retail share class mutual funds which usually include 12b-1 fees as part of the expense of the fund. Some mutual fund families will make available on FundVest® their institutional share classes or other share classes that do not have 12b-1 fees or similar fees with an expense ratio generally less than the retail share classes. As a result, an investor who owns institutional shares of a mutual fund will pay lower fees over time than an investor who owns retail shares of the same fund and therefore will keep more of the investment returns.

The use of SPS as the introducing broker-dealer presents conflicts of interest and gives SPIA an incentive to select investments based on the compensation received, rather than on a client’s needs. In order to address conflicts of interest related to receipt of additional compensation, to the extent mutual funds are utilized in a client portfolio, SPIA’s Portfolio Management Committee selects no load mutual funds (or if there is a sales charge, also known as a load, SPS ensures that this charge is waived). SPIA manages this conflict by choosing a mutual fund that is in the best interest of the client without taking into account if SPS is being compensated with asset based charges such as 12b-1 fees for the purchase of mutual funds. SPIA also has an incentive to over trade in order to generate ticket charges(e.g. in the case of exchange traded funds) for SPS but manages this conflict by making investment decisions based on fundamental analysis in the best interest of the client, not on revenue generated for SPS. Such payments to SPS will not be offset against SPIA’s investment management fees. For ERISA accounts whose investments are made through SPS, such payments may be credited or offset against the payment of the investment management fees of SPIA or, in the alternative, if not credited or offset, applicable reports under PTE 86-128 are mailed to clients disclosing commissions and fees. Additionally, clients are responsible for account maintenance and termination fees charged by Pershing, if applicable, along with fees charged by Pershing for sending paper account statements and confirmations through regular mail. In order to avoid the charges for the delivery of account statements and confirmations, Pershing offers paperless delivery for client accounts.

After the Transition and the receipt by SPS of any compensation earned prior to the Transition, SPIA will not receive any of the additional revenue described above. As a result, the conflicts of interest described above will no longer be present.

Fidelity as Broker-Dealer and Custodian – After the Transition

As described in greater detail in the brokerage practices section below, in connection with the transactional based fee schedule offered to SPIA clients, Fidelity has agreed to pay certain SPIA expenses related to the transition of client accounts to Fidelity (“Support Services Agreement”). Fidelity has additionally agreed to provide SPIA with research and brokerage services as defined under Section 28(e) of the Securities Exchange Act of 1934 (“Soft Dollar Agreement”)(collectively, “the Agreements”)

The Agreements present a conflict of interest and incentivize SPIA to recommend that clients custody their assets with Fidelity based on the compensation SPIA receives from Fidelity rather than on a client’s needs. SPIA addressed this conflict by comparing the pricing of fees, expenses and quality of services offered by Fidelity with the pricing of fees, expenses and quality of services offered by Pershing, and through other means described in the brokerage practices section below.

Item 12 further describes the factors that SPIA considers in recommending financial institutions for custody of client assets and securities transactions.

RETIREMENT PLAN ADVISOR SERVICE (“REPAS”) FEES

SPIA is a fiduciary under ERISA with respect to the investment management and advisory services described in the investment management or advisory agreement, as the case may be, between SPIA and the ERISA Plan Client. As such, SPIA is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include, among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, SPIA may only charge fees for investment advice about products for which SPIA and/or its affiliates do not receive any commission, 12b-1 fees or other compensation.

The annual investment management fee or investment advisory fee for SPIA’s REPAS shall be based upon a percentage (%) of included plan assets as reported by the plan custodian or record-keeper under the schedule set forth below. Included plan assets are the plan assets for which SPIA provides services as described in the investment advisory or management agreement.

<u>Market Value of Included Plan Assets (End-of-Quarter)</u>	<u>Quarterly Fee</u>	<u>Annual Rate</u>
Under \$5,000,000	.125% or (minimum*)	.50% or (\$2500.00 minimum*)
\$5,000,001-\$10,000,000	.10%	.40%
\$10,000,001-\$20,000,000	.075%	.30%
Over \$20,000,000	Negotiable	Negotiable

*If agreed to as between SPIA and ERISA Plan Client

Fees are payable quarterly in arrears (the "Fee Period"). The initial fee is the amount, prorated for the number of days remaining in the initial Fee Period from the effective date of the investment advisory or management agreement, based upon the market value of the included assets on the last business day of the initial Fee Period. Thereafter, the fee is based upon the market value of the included assets on the last business day of the Fee Period (without adjustment for anticipated withdrawals by plan participants or other anticipated or scheduled transfers or distributions of assets). The ERISA plan is obligated to pay SPIA's fee. As agreed to under the investment management or advisory agreement between SPIA and the ERISA Plan Client, the ERISA Plan Client may authorize the plan custodian to automatically deduct the fee from the plan or the plan sponsor of the ERISA Plan Client may choose to pay the fee. All fees paid to SPIA are separate and distinct from the fees and expenses charged by mutual funds and other parties such as third party administrators, record-keepers and custodians. For example, if MATC is selected as the custodian, such fees will include regular custodial fees along with ModelxChange® fees for the plan participants utilizing the SPIA managed portfolios. The fees charged by MATC are independent of SPIA's fees.

SPIA's fee is subject to negotiation upon the prior written agreement between SPIA and the ERISA Plan Client. SPIA, in its discretion, may negotiate a different fee in appropriate circumstances for similarly-situated ERISA Plan Clients and/or waive the minimum fee. The fee may be based on a number of factors, including, but not limited to: the type and size of the plan, the services provided to the ERISA Plan Client, the expected growth in assets of the plan and SPIA's overall assessment of the client relationship. Existing ERISA Plan Clients are subject to the terms and conditions that were in effect according to the client's most recent investment advisory or management agreement and any applicable amendments. Therefore, minimum fees required and investment advisory or management fee percentage rates may differ among ERISA Plan Clients and differ from the standard fees.

Either SPIA or the ERISA Plan Client can terminate the investment management or advisory agreement at any time, without penalty, by sending the other party 30 days prior written notice. Both parties remain responsible for obligations arising under any transactions initiated before the agreement was terminated. SPIA is entitled to a fee, prorated for the number of days in the Fee Period prior to the effective date of termination, based on the market value of the included assets on the effective date of termination.

FINANCIAL PLANNING SERVICE FEES

The fee for a Financial Check-Up is \$300.00 per hour with a minimum of two hours billed. If SPIA determines that a Check-Up will take more than two hours to complete, SPIA and the client will agree on the amount of hours needed to complete the Check-Up at the time of entering into a written agreement. Fees are payable at the time of presentation of the Check-Up to the client. The fee can be paid by check or credit card, as selected by the client. If a client enters into a Discretionary Investment Advisory Services Agreement within one year of signing a written agreement for a Check-Up, fifty percent (50%) of the paid fee will be credited toward the initial quarter's investment management fee. If the client is not satisfied with the Check-Up for any reason, the fee paid will be refunded.

All financial planning and consulting is billed at \$300.00 per hour and total hours billed for the planning and/or consulting may be agreed to by SPIA and client prior to entering into a written agreement.

GENERAL INFORMATION ON FEES & SERVICES

Termination of Advisory Relationship: A client agreement may be canceled at any time, by either party, for any reason upon receipt of prior written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded. The client has the right to terminate an agreement without penalty within five business days after entering into the agreement. In the event of withdrawal of funds or the termination of any account, any fees, commissions or other expenses associated with rebalancing or liquidating the account holdings may be assessed to the client's account.

From time to time, portions of positions will be sold to bring the cash account balance to the level required for automatic deduction of fees. It is understood that the payment of these fees will reduce the total investment return.

The specific manner in which fees are charged by SPIA is established in a client's written agreement with SPIA. Clients may elect to be billed directly for fees or to authorize SPIA to directly debit fees from applicable client accounts. Accounts initiated or terminated during a calendar quarter will be charged a prorated fee. Upon termination of any accounts, any prepaid, unearned fee will be promptly refunded, and any earned, unpaid fees will be due and payable.

Class Actions, Bankruptcies, and Other Legal Proceedings: Clients should note that SPIA will neither advise nor act on behalf of the client in legal proceedings involving companies whose securities are held or previously were held in the client's account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, clients may direct SPIA to transmit copies of class action notices to the client or a third party. Upon such direction, SPIA will make commercially reasonable efforts to forward such notices in a timely manner.

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

SPIA does not charge any performance-based fees (fees based on a share of capital gains or capital appreciation of the assets of a client).

Item 7 – Types of Clients

SPIA provides Portfolio Management Services for a variety of clients including individuals, high net worth individuals, pensions and profit sharing plans and charitable institutions.

SPIA generally requires a minimum of \$250,000 of assets under management for each client relationship. Exceptions to the minimum amount may be separately negotiated on a case by case basis.

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

SPIA's Portfolio Management Committee ("PMC") is led by Betsey Purinton, CFP®, Managing Partner and Chief Investment Officer, and also includes Richard Anzelone, JD, Managing Director and Chief Compliance Officer, Derek Amey, Managing Director and Portfolio Manager and Aaron Reynolds, Associate Portfolio Manager. SPIA's PMC generally meets weekly to discuss existing and prospective

investments, with research being conducted between meetings. Investments are evaluated independently, as well as in the context of clients' existing holdings and sector exposures.

The PMC works together to conduct fundamental analysis on all securities selected for client accounts. This analysis varies depending on the security in question.

For mutual funds and exchange traded funds ("ETFs") the analysis generally includes a review of:

- The fund's management team;
- The fund's historical risk and return characteristics;
- The fund's exposure to sectors and individual issuers;
- The fund's fee structure; and
- Any other factors considered relevant

Tactical Asset Allocation

SPIA employs a proactive, tactical asset allocation process that incorporates our analysis of macro global economic data and industry/sector trends. Tactical asset allocation does not mean "market timing," but it is fundamentally different than the "buy and hold" strategy or passive reallocation based on fixed formulas.

Tactical asset allocation requires the manager to establish ranges for the weighting of each asset class in the portfolio. SPIA determines actual percentage allocations within the established ranges based on our economic and market analysis.

Tactical asset allocation is an active investment strategy. It means ongoing review of data, markets and specific assets. That does not mean that we trade every day, but it means that we must be ready to trade every day. Trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

Portfolio Construction

The following steps are used in the formation and management of our portfolios:

Establishing Macroeconomic Trends: Our portfolios are constructed and monitored by our Portfolio Management Committee ("PMC") which consists of key members of the StrategicPoint executive team and supporting staff. In building and reviewing our portfolios, the PMC first compiles the data necessary to formulate a thesis about where we believe we are in the business cycle. This "top-down" analysis includes, but is not limited to, such domestic and international data points such as: monetary policy, inflation, corporate profits, forward P/E, employment, GDP, business cycle trends, consumer sentiment and spending, productivity, mutual fund inflows, fiscal policy and geopolitical events.

Practicing Risk Diversification: Different asset classes work best with different risk scenarios. Unlike traditional diversification, which only requires investing in a variety of assets, SPIA encourages risk diversification, whereby we place assets within different risk parameters and then emphasize or de-emphasize the holdings based on our macroeconomic view of the economy.

Selecting Timely Asset Allocation: Through our understanding of macroeconomic trends and risk diversification, SPIA's PMC revises its overall asset allocation for each portfolio model with regard to equities, commodities, alternatives, fixed income, cash or any other type of asset class within the models.

The PMC then looks to purchase or sell individual holdings within each of the asset classes based on:

- *Identifying Sectors.* Tactical asset allocators believe that certain sectors of the economy and markets can outperform in different segments of the business cycle.
- *Balancing Income and Growth.* Our performance is based on total return, a combination of yield and appreciation. Our more conservative portfolios tend to hold more income producing assets while our more aggressive portfolios most often focus on appreciation over yield.
- *Determining Attractive Valuations.* It is not enough to identify a strong asset class in a particular market environment. We must also look at the asset's valuation to avoid the treachery of buying too high. Even the best holdings can tumble if their prices are elevated, and many out-of-favor assets can be attractive at some price point. This means that sometimes we must be patient for the right buying opportunity. At the same time, we should be willing to sell if profits increase our valuations above our desired allocation.

Risks

All investing involves a risk of loss that clients should be prepared to bear.

All investments present the risk of loss of principal – the risk that the value of securities (e.g. mutual funds and ETFs), when sold or otherwise disposed of, may be less than the price paid for the securities. Even when the value of the securities when sold is greater than the price paid, there is the risk that the appreciation will be less than inflation. In other words, the purchasing power of the proceeds may be less than the purchasing power of the original investment.

The mutual funds and ETFs utilized by SPIA may include funds invested in domestic and international equities, including real estate investment trusts ("REITs"), corporate and government fixed income securities and commodities. Equity securities may include large capitalization, medium capitalization and small capitalization stocks. Mutual funds and ETF shares invested in fixed income securities are subject to the same interest rate, inflation and credit risks associated with the underlying bond holdings.

Among the riskiest mutual funds used in SPIA's investment strategies funds are the U.S. and International small capitalization and small capitalization value funds, emerging market funds, and commodity futures funds. Conservative fixed income securities generally have lower risk of loss of principal, but most bonds (with the exception of Treasury Inflation Protected Securities or TIPS) present the risk of loss of purchasing power through lower expected returns. This risk is greatest for longer-term bonds.

Certain funds utilized by SPIA may contain international securities. Investing outside the United States involves additional risks, such as currency fluctuations, periods of illiquidity and price volatility. These risks may be greater with investments in developing countries.

More information about the risks of any particular market sector can be reviewed in mutual fund prospectuses within each applicable sector.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of SPIA or the integrity of SPIA's management. SPIA has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Financial Industry Affiliations

SPIA is part of the Focus Financial Partners, LLC ("Focus") network. SPIA is a wholly-owned subsidiary of FI Services Holdings, LLC ("FIS Holdings"), formerly known as StrategicPoint Holdings, LLC ("SPH"), which is a wholly-owned subsidiary of Focus. Focus also owns other registered investment advisers, broker-dealers, pension consultants, insurance firms, and other financial service firms (the "Focus Partners"). The Focus Partners provide wealth management and benefit and investment consulting services, serving individuals, families, employers, and institutions. SPIA's management does not feel that this relationship poses a material conflict to clients. Some Focus Partners also manage or advise limited partnerships, private funds or limited liability companies as disclosed on their respective Form ADV's Schedule D. SPIA's clients are not solicited to invest in any other Focus Partners' advisory services, and generally Focus Partners do not recommend securities, service, or other investment products of other Focus partner firms, unless so disclosed on their respective Form ADVs and with clients' informed consent, nor are any transactions executed through another Focus Partner's affiliated broker-dealer. The Focus Partners do not market their services or share client information amongst each other without prior client consent. Management of the other Focus Partners is not involved in the management of SPIA. Additional information about Focus and the Focus Partners can be found at www.focusfinancialpartners.com.

In addition to SPIA, FIS Holdings is the holding company for StrategicPoint Securities, LLC ("SPS"), a registered broker-dealer, StrategicPoint Insurance Services, LLC ("SPIS"), a licensed insurance producer and FI Services, LLC ("FIS"), an unregistered entity. FIS was recently established to provide operational and back office support, such as accounting, billing and compliance services, to newly formed SEC registered investment advisers, some of which are anticipated to also be subsidiaries of FIS Holdings. Certain employees of SPIA will also provide services to FIS during regular business hours. The fact that employees of SPIA are performing services for FIS may create a conflict because it can lead to those employees spending less time on providing services to SPIA and its clients. This conflict will be mitigated by the Managing Partner of SPIA monitoring the work load of the employees to ensure that this arrangement does not materially affect SPIA's ability to fulfill its fiduciary responsibilities to its clients. If necessary, additional staff will be hired in order to allocate additional resources to FIS.

As mentioned previously in Item 5 of this Brochure, StrategicPoint Securities, LLC ("SPS") is an affiliated broker-dealer of SPIA which may provide introducing broker-dealer services on behalf of SPIA. SPS is a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection

Corporation (“SIPC”). SPS shares office space with SPIA and certain officers and employees of SPIA are also registered representatives of SPS. More specifically, Derek Amey and Richard Anzelone are principals and registered representatives of SPS. While certain employees of SPIA are also registered representatives of SPS, these employees do not receive commissions or other compensation in their capacity as registered representatives. After the Transition, SPS will withdraw its registration as a broker-dealer and any employee registered with SPS will not be required to be registered or licensed with FINRA to conduct activities on behalf of SPS.

StrategicPoint Insurance Services (“SPIS”), an affiliate of SPIA, provides insurance review and consultation services and products. SPIS is a licensed insurance producer which may act as an agent for various insurance companies. The principal executive officers and other employees of SPIA, in their individual capacities, may be agents for various insurance companies. As such, these individuals, in their separate capacity as insurance agents, have the ability to purchase insurance products (e.g. fixed annuities, equity indexed annuities or life insurance) for clients, for which SPIS will receive separate, yet customary compensation. Clients, however, are not under any obligation to engage these individuals when considering implementation of transactions.

The implementation of any or all insurance products is solely at the discretion of the client. The investment management fee paid to SPIA does not cover any commissions or other compensation resulting from transactions effected through SPIS or any other insurance agency.

As previously mentioned in Item 4 under REPAS, SPIA’s non-fiduciary services also include assisting the ERISA Plan Client in monitoring, selecting and supervising service vendors. In carrying out this service, SPIA will introduce Sentinel Benefits & Financial Group (“Sentinel”) as a potential third party administrator and/or record-keeper. Recommending Sentinel creates a conflict of interest due to the fact that Sentinel and SPIA are both owned by Focus. However, SPIA and Sentinel do not share in any fees and SPIA does not earn any additional revenue if Sentinel is used as the third party administrator and/or record-keeper. The ERISA Plan Client is not obligated to use Sentinel as the third party administrator and/or record-keeper.

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

SPIA has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. SPIA's Code of Ethics describes the firm's fiduciary duties and responsibilities to clients and sets forth SPIA's practice of supervising the personal securities transactions of employees with access to client information. Individuals associated with SPIA may buy or sell securities for their personal accounts identical or different than those selected for clients. It is the expressed policy of SPIA that no person employed by the firm shall prefer his or her own interest to that of an advisory client or make personal investment decisions based on investment decisions of advisory clients.

To supervise compliance with its Code of Ethics, SPIA requires that anyone associated with this advisory practice with access to advisory recommendations provide annual securities holding reports and quarterly transaction reports to the firm's Chief Compliance Officer. SPIA also requires such access persons to receive approval from the Chief Compliance Officer prior to investing in any IPO's, private placements (limited offerings) or placing any trades in an account not managed by SPIA.

SPIA's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information and protecting the confidentiality of client information. SPIA requires that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices. Any individual not in observance of the above may be subject to discipline.

SPIA will provide a complete copy of its Code of Ethics to any client or prospective client upon request.

Item 12 – Brokerage Practices

PORTFOLIO MANAGEMENT SERVICE ACCOUNTS

Currently, SPS serves as the introducing broker-dealer for the large majority of SPIA's clients, and Pershing Advisor Solutions LLC ("PAS") acts as introducing broker-dealer for the remainder. Both SPS and PAS are members of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"), and each clears its securities transactions through Pershing, LLC ("Pershing"). As introducing broker-dealers, neither SPS nor PAS holds or maintains custody of client funds or securities. SPS and PAS accounts are carried on a fully disclosed basis at Pershing, LLC ("Pershing"), a BNY (Bank of New York) Group company. Pershing provides custodial and clearing services for SPS and PAS. As a result of this, the overwhelming majority of SPIA's clients' assets currently are custodied at Pershing.

Consistent with its obligation to ensure best execution for its clients' securities transactions, SPIA has monitored the arrangements described above, the associated costs, and the quality of custody, securities transactions and services obtained. SPIA has determined that it will begin recommending to new clients that they select Fidelity Brokerage Services LLC, a registered broker-dealer ("FBS") as the broker-dealer for their accounts and National Financial Services LLC ("NFS" together with FBS, "Fidelity") an affiliate of FBS, as custodian of securities held in their accounts. NFS, also a registered broker-dealer, provides execution and clearance for securities transactions for SPIA accounts. At this time, SPIA also will begin a process of recommending to its existing clients that they select Fidelity as the broker-dealer and custodian for their SPIA accounts. In its role as broker-dealer and custodian, Fidelity will maintain custody of client assets, and provide securities transaction execution and clearance. SPIA expects that this process will conclude during the first quarter of 2017 (this process is referred to in this document, on an account by account basis, as the "Transition"). SPIA believes that the Transition will allow clients to continue to receive quality custody and brokerage services, and at the same time eliminate certain conflicts of interest as noted in Item 5 of this Brochure with respect to SPS.

At the conclusion of the Transition, SPS will terminate its clearing agreement with Pershing. As a result, none of SPIA's clients that currently use SPS will be able to continue to custody their assets with Pershing. In addition, PAS also will stop providing services to SPIA clients. Clients will not be required to transition to Fidelity, but will be required to select an alternative custodian for their accounts.

SPIA's reasons for its prior recommendation of Pershing, PAS and SPS are described directly below. Its reasons for recommending Fidelity are discussed immediately after that.

SPS and PAS as Introducing Broker-Dealers – Before the Transition

SPIA recommends that IMS clients utilize SPS as their introducing broker-dealer and designate Pershing as the custodian and executing broker-dealer for securities transactions. SPIA believes the selection of SPS as introducing broker-dealer enhances the client services experience for its clients in the areas of account opening and maintenance, processing client withdrawals, the facilitation of wires and money movement and various other account services. Factors considered in selecting Pershing as the custodian and clearing broker-dealer is based on the proven reputation and financial responsibility of the firm, ability to provide best execution of orders, reasonable commission rates and quality of client service along with its clearing relationship with SPS. Not all advisers request that clients authorize it to utilize the services of a particular broker-dealer. SPIA clients are not obligated to use SPS as the broker-dealer, and are free to use the broker-dealer of their choice, including Pershing Advisor Solutions (“PAS”), a division of Pershing, LLC, member FINRA/SIPC. SPIA currently maintains a relationship with PAS for some client accounts due to PAS’ affiliation with Pershing.

Clients typically provide SPIA the authority to use SPS as the introducing broker-dealer. Clients are required to designate Pershing as custodian and clearing broker when SPS or PAS are the introducing broker-dealers, unless otherwise agreed to by SPIA and client. Because most of SPIA’s clients do not currently select an introducing broker-dealer other than SPS to introduce trades to Pershing for execution, the client’s selection of another broker-dealer will prevent the client’s orders from being aggregated with orders of other clients. This use of another broker-dealer will result in the client’s transactions being executed after transactions placed with SPS or PAS (e.g. in the case of exchange traded funds) which likely will result in different transaction terms (e.g. price, commission charges and/or fees), which may be more or less favorable to the client.

SPIA generally seeks the best combination of net price (including transaction charges) and execution for an account if SPS or PAS are selected as the broker-dealers. SPIA monitors the execution quality provided by Pershing and the services provided by SPS in connection with these standards. If the client directs the use of a broker-dealer other than SPS or PAS, it should be understood that SPIA will not have authority to negotiate commission rates or other account terms, and best execution may not be achieved. In such cases, the client may incur transaction fees, commission charges and/or prices that are different from those charged to other clients and these transaction fees, commission charges and/or prices may be higher or lower than those charged by SPS or PAS.

If a client authorizes SPIA to use SPS to introduce transactions to Pershing for execution, this will result in compensation to SPS, which is in effect, additional compensation to SPIA. The additional compensation generated includes, but is not limited to, ticket charges (a portion of which is paid to Pershing for clearance and execution), cash management sweep programs and FundVest® asset-based revenue sharing (e.g. 12b-1 fees). FundVest® is Pershing’s no transaction-fee (“NTF”) mutual fund platform, providing access to more than 5000 mutual funds from more than 250 fund families.

SPS’ participation in the FundVest® platform allows SPS to be eligible to receive asset-based compensation from the mutual funds on the platform. The mutual funds selected from Pershing’s NTF platform in connection with SPIA’s discretionary investment advisory services generally are those funds that pay a 12b-1 fee to SPS. Some mutual funds enter into revenue sharing arrangements with Pershing and these payments will be shared with SPS by Pershing depending on the mutual fund company’s arrangement with Pershing. Generally, a mutual fund family will offer on the FundVest® platform

multiple share classes to be available to investors based upon certain eligibility and/or purchase size requirements. The funds available on FundVest® are mostly the fund companies' retail share class mutual funds which usually include 12b-1 fees as part of the expense of the fund. Some mutual fund families will make available on FundVest® their institutional share classes or other share classes that do not have 12b-1 fees or similar fees with an expense ratio generally less than the retail share classes. As a result, an investor who owns institutional shares of a mutual fund will pay lower fees over time than an investor who owns retail shares of the same fund and therefore will keep more of the investment returns.

The use of SPS as the introducing broker-dealer presents conflicts of interest and gives SPIA an incentive to select investments based on the compensation received, rather than on a client's needs. In order to address conflicts of interest related to receipt of additional compensation, to the extent mutual funds are utilized in a client portfolio, SPIA's Portfolio Management Committee selects no load mutual funds (or if there is a sales charge, also known as a load, SPS ensures that this charge is waived). SPIA manages this conflict by choosing a mutual fund that is in the best interest of the client without taking into account if SPS is being compensated with asset based charges such as 12b-1 fees for the purchase of mutual funds. SPIA also has an incentive to over trade in order to generate ticket charges (e.g. in the case of exchange traded funds) for SPS but manages this conflict by making investment decisions based on fundamental analysis in the best interest of the client, not on revenue generated for SPS.

If PAS is selected by a client as the broker-dealer, SPS and SPIA do not receive any compensation. However, PAS imposes fees for clients that are similar to the fees described above but not necessarily identical. For those clients that select SPS or PAS, all client account order flow (primarily, exchange traded funds and mutual funds) is routed through Pershing for execution, settlement and custody.

SPIA, as a matter of policy and practice, does not have any formal or informal arrangements or commitments to utilize research, research-related products and other services obtained from broker-dealers, or third parties, on a soft dollar commission basis. Soft dollars generally refers to arrangements whereby a discretionary investment adviser is allowed to pay for and receive research, research-related or execution services from a broker-dealer or third party provider, in addition to the execution of transactions, in exchange for the brokerage commissions from transactions for client accounts.

Trade Aggregation

The principals of SPIA and/or other employees of SPIA buy or sell for their own personal accounts securities which have also been selected by SPIA for clients. In fact, in most cases, SPIA manages employees' portfolios in a manner identical to that of our clients. Any implementation of securities transactions in employees' portfolios is likely to be statistically insignificant in relation to the market as a whole. However, in all cases, SPIA seeks to avoid or mitigate any conflict of interest. SPIA may aggregate trades for its employees with client trades, providing that the general aggregation policy set forth below is satisfied:

- 1) SPIA will not aggregate transactions unless it believes that aggregation is consistent with its duty to seek best execution (which includes the duty to seek best price) for its clients and is consistent with the terms of SPIA's Discretionary Investment Advisory Services Agreement with each client for which trades are being aggregated.

2) If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with an Allocation Statement; if the order is partially filled, it will be allocated pro rata based on the Allocation Statement.

3) SPIA will prepare, before entering an aggregated order, a written statement ('Allocation Statement') specifying the participating client accounts and employees and how it intends to allocate the order among those clients.

4) No advisory client using SPS as its broker-dealer will be favored over any other client; each client that participates in an aggregated order through SPS will participate at the average share price for all SPIA's transactions executed through SPS in a given security on a given business day, with transaction costs shared pro rata based on each client's participation in the transaction. No advisory client using PAS as its broker-dealer will be favored over any other client; each client that participates in an aggregated order through PAS will participate at the average share price for all SPIA's transactions executed through PAS in a given security on a given business day, with transaction costs shared pro rata based on each client's participation in the transaction. Aggregated orders for clients using SPS may receive different execution prices than aggregated orders for clients using PAS. This is due to the fact that each broker-dealer has its own average share price account. Trade orders for clients that do not use SPS or PAS as introducing broker-dealers are not aggregated with other client orders and those orders are executed after aggregated orders through SPS or PAS.

5) Where a client is an employee of SPIA or an affiliate of SPIA, ("Employee Client") the orders of certain employee client accounts may not be aggregated with the orders of other SPIA clients if the SPIA client could be disadvantaged including in terms of price or execution. In such instances, the orders of certain employee client accounts must not be entered and allocated before the orders of other SPIA client accounts in the same securities that are entered and allocated.

6) An order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for different allocation is explained in writing and is approved by SPIA's compliance officer no later than one hour after the opening of the markets on the trading day following the day the order was executed.

7) SPIA's books and records will separately reflect, for each client account, the orders of which are aggregated, the securities held by, and bought and sold for that account.

8) SPIA will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation, and

9) Individual advice and treatment will be accorded to each advisory client.

SPIA as Adviser and Fidelity as Broker-Dealer and Custodian – After the Transition

Following the Transition, Pershing will no longer serve as custodian and SPS and PAS will no longer serve as introducing broker-dealers to client accounts, and the relevant accounts will have transitioned to Fidelity or another custodian selected by the client, as described in this Item 12.

Recommendation of Fidelity as Broker-Dealer and Custodian

While not all advisers recommend that clients utilize the services of a particular custodian or broker-dealer for custody clearing and brokerage services, SPIA routinely recommends that clients select the custody, brokerage and clearing services of Fidelity for client accounts. Clients are not required to select Fidelity, and are free to select a different broker-dealer and custodian for their account. If a client selects a broker-dealer or custodian other than Fidelity, the client will negotiate terms and arrangements for the account with that financial institution and SPIA will not seek better custody or execution services or prices from such other financial institutions or be able to “aggregate” client transactions for execution through other financial institutions with orders for other accounts managed by SPIA (as described below). This may result in clients paying higher fees, higher commissions or other transaction costs, greater spreads or receive less favorable prices as a result of choosing another financial institution.

Factors which SPIA considers in recommending Fidelity to clients include its respective financial strength, reputation, securities transaction execution, pricing, research and service. Fidelity may enable SPIA to obtain many mutual funds without transaction charges and other securities, including mutual funds and ETFs that have reasonable or nominal transaction charges. The commissions and/or transaction fees charged by Fidelity may be higher or lower than those charged by other financial institutions.

Clients may pay commissions that are higher than another qualified financial institution might charge to effect the same transaction where SPIA determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a financial institution’s services, including among others, the value of research provided, execution capability, commission rates and responsiveness. SPIA seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

The mutual funds that SPIA selects from Fidelity’s NTF platform in connection with SPIA’s discretionary investment advisory services generally are those funds that pay a 12b-1 fee to Fidelity but have no transaction (ticket) charges. The funds available on the NTF platform usually are the fund companies’ retail share class mutual funds which include 12b-1 fees as part of the expense of the fund. Some mutual fund families also will make available on Fidelity’s NTF platform their institutional share classes or other share classes that do not have 12b-1 fees or similar fees with an expense ratio generally less than the retail share classes. When an institutional share class of a mutual fund that SPIA has decided to purchase is available on the NTF platform, SPIA’s policy is to purchase the institutional share class. SPIA does this because an investor who owns institutional shares of a mutual fund will pay lower fees over time than an investor who owns retail shares of the same fund and therefore will keep more of the investment returns.

Software and Support Provided by Fidelity

SPIA may receive without cost from Fidelity computer software and related systems support, which allows SPIA to better monitor client accounts maintained at Fidelity. SPIA may receive the software and

related support without cost because SPIA renders investment management services to clients that maintain assets at Fidelity. The benefits SPIA may receive may include, but are not limited to:

- Receipt of duplicate client confirmations and bundled duplicate statements;
- Access to a trading desk that services its institutional traders;
- Access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and
- Access to an electronic communication network for client order entry and account information.

The software and support is not provided in connection with securities transactions of clients (i.e., not “soft dollars”). However, the software and related systems support may benefit SPIA but not its clients directly. Clients should be aware that SPIA’s receipt of economic benefits from Fidelity as previously mentioned and further described below creates a conflict of interest since these benefits may influence SPIA’s recommendation of Fidelity over another financial institution that does not furnish similar software, systems support or services.

Financial Arrangements with Fidelity

As noted in response to Item 5 above, Fidelity has agreed to pay certain SPIA expenses related to the transition of client accounts to Fidelity pursuant to a Support Services Agreement. To assist SPIA’s clients with the transition, Fidelity has agreed, in its Transaction-Based Fee Schedule, to reimburse up to \$170,000 for account close out fees charged to SPIA’s client accounts in conjunction with the transfer of those accounts to Fidelity.

Fidelity has additionally agreed, under a Soft Dollar Agreement, to provide SPIA with research and brokerage services as defined under Section 28(e) of the Securities Exchange Act of 1934. Fidelity is providing these benefits to SPIA based on the expectation that SPIA clients will convert to the Fidelity platform an expected level of total assets commensurate with the total level of assets previously held by clients at Pershing, including assets that would pay 12b-1 fees to Fidelity, securities-transaction related charges, and other revenues that Fidelity expects to receive from SPIA clients.

Support Services Agreement

In the Support Services Agreement, Fidelity agreed to provide up to \$50,000 of transition-related invoices submitted by SPIA and approved by Fidelity. SPIA anticipates that these expenses primarily will relate to legal fees related to the updating of documents and compliance with regulatory requirements related to implementation of the Soft Dollar Arrangement. Transition assistance also may potentially be used to pay for other transition-related expenses incurred by SPIA. The Support Services Agreement presents a conflict of interest because it will be used for the payment of expenses that do not directly benefit client accounts.

Soft Dollar Agreement

In the Soft Dollar Agreement, Fidelity agreed to make payment from the Section 28(e) Commission Credit Pool for each 28(e) Qualifying Transaction, as designated by SPIA, of up to \$240,000 of invoices submitted by SPIA and approved by Fidelity for research and/or brokerage services providers. Research and brokerage services may include, for example, access to trading platforms and automated trading systems, performance analysis software to the extent used in investment decision making for client portfolios, access to proprietary research created by Fidelity and research created by third parties, such as BCA and Ned Davis Research. The research provided by Fidelity may benefit all client accounts, even for those that do not select Fidelity as their custodian. The Soft Dollar Agreement provides a benefit to SPIA because SPIA does not have to pay for the products and services described above.

The financial benefits received from Fidelity do not reduce the investment management fees clients pay to SPIA. The arrangement may incentivize SPIA to recommend that client accounts transition to Fidelity based on SPIA's receipt of financial benefits rather than clients' interest in receiving the best prices and services and most favorable execution. Additionally, clients who are invested in mutual funds which pay 12b-1 fees will pay more in expenses and likely will have lower returns than clients who are invested in mutual funds that have similar investment strategies and holdings but do not pay 12b-1 fees.

SPIA has adopted compliance procedures to address these conflicts and to act in the best interest of clients. SPIA compared the pricing of fees, expenses and quality of services offered by Fidelity with the pricing of fees, expenses and quality of services offered by Pershing. SPIA periodically conducts best execution reviews of the broker recommended for clients. SPIA additionally periodically reviews and determines in good faith that the commissions paid to Fidelity are generally reasonable in relation to the value of the research and brokerage services Fidelity provides. When an institutional share class of a mutual fund that SPIA has decided to purchase is available for purchase without a transaction fee, SPIA selects the institutional share class which does not pay 12b-1 fees to Fidelity.

Brokerage for Client Referrals

SPIA does not participate in any client referral programs sponsored by Fidelity, or any other broker-dealer.

Directed Brokerage

As discussed above, SPIA routinely recommends that clients select FBS as the broker-dealer for SPIA accounts and, NFS as custodian for those accounts. SPIA generally does not facilitate client requests for transactions to be executed by a broker-dealer other than the broker-dealer that also is maintaining, either directly or in the case of FBS, indirectly through an affiliate, custody of the account. Clients should be aware that if a client's request to use a different broker-dealer for the execution of securities transactions is accommodated by SPIA, the client will negotiate terms and arrangements for the transaction with that other broker-dealer and SPIA will not seek better execution services or prices from such other broker-dealers or be able to "aggregate" client transactions for execution through other broker-dealers with orders for other accounts managed by SPIA (as described below). Clients may pay higher commissions or other transaction costs, greater spreads or receive less favorable prices as a result of choosing another broker-dealer.

Trade Aggregation

The principals of SPIA and/or other employees of SPIA buy or sell for their own personal accounts securities which have also been selected by SPIA for clients. In fact, in most cases, SPIA manages employees' portfolios in a manner identical to that of our clients. Any implementation of securities transactions in employees' portfolios is likely to be statistically insignificant in relation to the market as a whole. However, in all cases, SPIA seeks to avoid or mitigate any conflict of interest. SPIA may aggregate trades for its employees with client trades, providing that the general aggregation policy set forth below is satisfied:

- 1) SPIA will not aggregate transactions unless it believes that aggregation is consistent with its duty to seek best execution (which includes the duty to seek best price) for its clients and is consistent with the terms of SPIA's Discretionary Investment Advisory Services Agreement with each client for which trades are being aggregated.
- 2) If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with an Allocation Statement; if the order is partially filled, it will be allocated pro rata based on the Allocation Statement.
- 3) SPIA will prepare, before entering an aggregated order, a written statement ('Allocation Statement') specifying the participating client accounts and employees and how it intends to allocate the order among those clients.
- 4) Each client that participates in an aggregated order will participate at the average share price for all SPIA's transactions executed through Fidelity on a given security on a given business day, with transaction costs shared pro rata based on each client's participation in the transaction.
- 5) Where a client is an employee of SPIA or an affiliate of SPIA, ("Employee Client") the orders of certain employee client accounts may not be aggregated with the orders of other SPIA clients if the SPIA client could be disadvantaged including in terms of price or execution. In such instances, the orders of certain employee client accounts must not be entered and allocated before the orders of other SPIA client accounts in the same securities that are entered and allocated.
- 6) An order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for different allocation is explained in writing and is approved by the Chief Investment Officer.
- 7) SPIA's books and records will separately reflect, for each client account, the orders of which are aggregated, the securities held by, and bought and sold for that account.
- 8) SPIA will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation, and
- 9) Individual advice and treatment will be accorded to each advisory client.

RETIREMENT MANAGEMENT SERVICES (“RMS”)

With respect to RMS’ accounts, SPIA is only able to place transactions through the record-keeper or custodian selected by the retirement plan’s Trustees. SPIA will access the client’s Plan account through the internet using the client provided username and password. Once the Plan account is accessed, SPIA will evaluate the current investments and/or allocations to make sure they are aligned correctly with the client’s portfolio model (e.g. growth or balanced) based on client’s specified risk level. Quarterly rebalancing along with rebalancing when deemed necessary by SPIA will be done on a random basis by custodian rotation, and then again randomly on a Plan account level within a particular custodian. This is done so that no one Plan account is rebalanced in the same order all the time. Due to the labor intensive nature of logging into Plan accounts to make investment and/or allocation changes pursuant to the portfolio models, it could take a few days or longer for all Plan accounts to be completed. If circumstances warrant SPIA to make changes in Plan accounts based on unique economic conditions, it will use its discretion in choosing an implementation strategy at the participant level. For example, if rebalancing needs to be done immediately due to some geopolitical or economic crisis, custodian rotation may not be used.

Variable annuities managed by SPIA are included in the custodial rotation process along with Plan accounts because SPIA accesses variable annuities through a username and password provided by client or through an advisor password provided to SPIA by the insurance company offering the variable annuity.

RETIREMENT PLAN ADVISOR SERVICES (“REPAS”)

SPIA provides ongoing investment management and investment advisory services to ERISA Plan Clients participating in the REPAS program. The ERISA Plan Client will work with a third party administrator and/or record-keeper of their choosing in selecting a custodian for the plan.

Under REPAS investment management services, unless a client directs otherwise, SPIA will recommend Mid-Atlantic Trust Company (“MATC”) to serve as the custodian of the retirement plan. The use of MATC will allow the Plan Sponsor to offer the SPIA managed portfolios to the participants of the plan as described under REPAS in Item 4 and Item 5 of this Brochure. The fees charged by MATC are independent of SPIA’s fees. Such fees will include, but are not limited to; regular custodial fees along with ModelxChange® fees for the plan participants utilizing the SPIA managed portfolios. Under REPAS discretionary investment management service, SPIA is responsible for placing transactions through the custodian for SPIA managed portfolios. The ERISA Plan Client may utilize another custodian and has no obligation to select MATC. If another custodian is selected by ERISA Plan Client then the use of the SPIA managed portfolios as an option for participants may not be available.

Under REPAS investment advisory services, SPIA is not responsible for the implementation of any recommendations because transactions are executed directly through employee plan participation.

FINANCIAL PLANNING SERVICES

Financial Planning clients will be required to select their own broker-dealers and insurance companies for the implementation of advisory recommendations. When consistent with its fiduciary duties, SPIA may recommend one of its representatives for insurance products through its affiliate SPIS. Although

SPIA will recommend in some instances the services of affiliated persons when consistent with its fiduciary duty, the receipt of additional compensation by SPIA's affiliated persons for the implementation of financial planning recommendations creates a conflict of interest. SPIA manages this conflict by making recommendations based on fundamental analysis in the best interest of the client, not on revenue generated for SPIA's affiliated persons.

Item 13 – Review of Accounts

As part of SPIA's Portfolio Management Services, underlying securities and holdings common to all clients' accounts are monitored on an ongoing basis and reviewed by the Portfolio Management Committee ("PMC"). Accounts are monitored and reviewed as to asset allocation, sector allocation, individual holdings, suitability and performance on a weekly basis, but quarterly for RMS and REPAS accounts, or more frequently as necessary to respond to changes in economic or market conditions or if a client informs SPIA of changes in the client's financial circumstances or investment objectives. The monitoring of accounts is both computer and manual based with reviews being completed by certain members of the PMC.

The client's overall financial planning and investment portfolio reports are reviewed with the client by the advisor in charge of the account, associate assigned and/or relationship manager once a year during the annual client review or as is requested by the client. A client's financial plan is not updated unless requested by client through conversations with the advisor in charge of the relationship.

SPIA provides various reports such as performance reports, portfolio appraisals and realized gains and loss reports to its clients using a web based portfolio reporting system offered through Envestnet®. If a fixed annuity is purchased through StrategicPoint Insurance Services, these annuities may also be viewed through Envestnet®. However, fixed equity indexed annuities, due to their individualized performance strategies, are not included in our portfolio reporting. For certain RMS clients and all REPAS clients, SPIA does not provide reports.

The PMC is primarily responsible for the day to day management of the portfolios as mentioned above. The PMC determines SPIA's principal investment strategies, including the types and particular securities to buy, sell or hold on behalf of client accounts. The PMC currently includes, but is not limited to: Betsey Purinton, CFP®, Managing Partner and CIO, Richard Anzelone, JD, Managing Director and CCO, Derek Amey, Managing Director and Portfolio Manager and Aaron Reynolds, Associate Portfolio Manager.

Item 14 – Client Referrals and Other Compensation

SPIA has an agreement with an unaffiliated insurance agent that if SPIA refers a person to this agent and there is a subsequent purchase of long term care or disability insurance through the unaffiliated insurance agent, SPIS will receive fifty (50%) percent of the commission. However, as mentioned previously, clients are under no obligation to use SPIS or this unaffiliated insurance agent when SPIA recommends long term care, disability insurance or any other insurance product to the client as part of its Financial Planning or other services. The implementation of any and all insurance products (e.g. fixed annuities or equity indexed annuities), and the agent to utilize for the implementation process, is solely at the discretion of the client.

SPIA has entered into arrangements with employees of the firm, who are not investment adviser representatives, under which they receive compensation from SPIA for the establishment of certain new client relationships. Employees who refer clients to SPIA must comply with the requirements of the jurisdictions where they operate. The compensation they receive is a percentage of the net advisory fee collected from the client during the first year of your advisory agreement with SPIA. Therefore, they have a financial incentive to recommend SPIA to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain SPIA's services. Comparable services and/or lower fees may be available through other firms.

As previously noted under Item 10 of this Brochure, FIS will be providing certain operational and back office support to select SEC registered investment advisers for compensation, which is in effect, additional compensation to SPIA and certain employees of SPIA. This may be deemed a conflict of interest; however, SPIA will manage any material conflict as noted in Item 10 of this Brochure.

Periodically, Focus, our parent company, holds partnership meetings and other industry and best-practices conferences, which typically include Focus' firm and external attendees. These meetings provide sponsorship opportunities for asset managers, asset custodians, vendors and other third party service providers. Sponsorship fees allow these companies to advertise their products and services to Focus' firms, including SPIA, and facilitate access to our advisors and employees to discuss ideas, products and services. This could be deemed a conflict: the marketing and education activities conducted, and the access granted, at such meetings and conferences may lead advisors to focus on those conferences sponsors in the course of their duties. Focus attempts to mitigate any such conflict by having the fees only go to towards defraying the cost of such meeting or future meetings and not as revenue for itself or any affiliate. Conference sponsorship fees are not dependent on assets placed with any specific provider, or revenue generated by asset placement.

Item 15 – Custody

SPIA is deemed to have custody of client assets because the firm debits its advisory fees directly from the custodian's account as agreed in client contracts. Prior to the Transition, Pershing, the custodian, maintains actual custody of client assets, unless a client had selected an alternative custodian. After the Transition, Fidelity will maintain actual custody of client assets, unless a client selects an alternative custodian.

In addition, SPIA is deemed to have custody in certain instances when a client provides password access to his or her account for purposes of trading in the account (e.g. 401(k) account). The qualified custodian for this type of account maintains actual custody of client assets. Due to this arrangement, SPIA states on SEC form ADV Part 1 that it has custody, and as required by SEC rules, SPIA is subject to an annual surprise examination by an independent accountant.

Clients will receive at least quarterly statements from the broker-dealer, bank or other qualified custodian that holds and maintains client's investment assets. SPIA urges you to carefully review such statements and compare such official custodial records to the reports that SPIA may provide to you, including the market value and calculation of our advisory fees. Our reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

As an advisory firm deemed to have custody, SPIA has written procedures to ensure the safeguarding of client assets.

Item 16 – Investment Discretion

SPIA will have the discretionary authority to pick the securities and the amount of securities for the purchase and sale for the client's account, without obtaining specific client consent, unless agreed to otherwise by SPIA and client. These purchases and sales will be guided by the stated investment objectives of each client. A client may impose reasonable restrictions on the services provided for the account. SPIA reserves the right to refuse or to terminate any client account (pursuant to the contract's termination clause) if the client imposes unreasonable restrictions as determined by SPIA. In no event does SPIA exercise discretionary authority within client accounts without a fully completed and signed Agreement authorizing discretionary trading for those accounts.

Item 17 – Voting Client Securities

SPIA's general policy is to not vote proxies on behalf of its clients. Clients expressly retain the authority for and responsibility to vote proxies for any and all securities maintained in client accounts. Clients will receive proxies directly from the custodian. SPIA may provide advice to clients regarding the clients' voting of proxies. In addition, subject to SPIA's acceptance, clients may authorize SPIA by means of a separate written authorization to receive all proxy-related materials concerning securities held in client accounts and may delegate SPIA the authority to vote proxies on behalf of clients.

Existing advisory clients are subject to the terms and conditions that were in effect according to the client's most recent Investment Advisory Services Agreement and any applicable amendments. In these instances where SPIA is voting proxies, SPIA follows its written policies and procedures to govern proxy voting. The policies and procedures are generally as follows:

SPIA will cast proxy votes for the sole purpose of enhancing the benefits of its advisory services by using the care, skill and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the prevailing circumstances. Generally, votes will be cast to maximize shareholder value. The firm's investment philosophy is to purchase quality companies for the portfolios of its clients. One of the main criteria for quality is excellence in management. SPIA therefore tends to vote issues in alignment with management's recommendations, if there is no conflict with shareholder value. For example, "Poison Pills" and other anti-takeover measures are not supported, even if recommended by management.

In situations where a material conflict may arise between the interests of SPIA and its client, SPIA will provide the client with full and complete disclosure and invite client to submit his or her own proxy voting preference on any issue that is subject to a shareholder vote.

Upon client request, SPIA will furnish information about how their proxies have been voted. In addition, a complete copy of SPIA's Proxy Voting Policy is also available upon request. Clients may request this information by contacting StrategicPoint Investment Advisors, LLC by phone at (401) 273-1500, in

writing to 294 West Exchange Street, Providence, RI 02903, or visiting our website at www.strategicpoint.com.

In addition, clients should be aware that SPIA will not handle or process any potential “class action” claims or similar settlements that clients may be entitled to for securities held in client accounts. Clients will receive the paperwork for such claims directly from their account custodians. Each client should verify with the custodian or other account administrator whether such claims are being made on the client’s behalf by the custodian or if the client is expected to file such claims directly.

Item 18 – Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about the investment adviser’s financial condition. SPIA has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.