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**FORM ADV PART 2A**

**BROCHURE**

**This brochure provides information about the qualifications and business practices of Your Retirement Coach. If you have any questions about the contents of this brochure, please contact us at 770-427-5227. 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.**

**Additional information about Your Retirement Coach is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Your Retirement Coach is 125573.**

**Your Retirement Coach is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.**

## Item 2 Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Generally, Your Retirement Coach, Inc. will notify clients of material changes on an annual basis. However, where we determine that an interim notification is either meaningful or required, we will notify our clients promptly. In either case, we will notify our clients in a separate document.

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## Item 4 Advisory Business

### Description of Services and Fees

Your Retirement Coach (formerly known as Yeomans & Black Consulting, Inc.) is a registered investment adviser based in Marietta, Georgia. We are organized as a corporation under the laws of the State of Georgia. We have been providing investment advisory services since 1995. Randall J. Yeomans is our principal owner. Currently, we offer the following investment advisory services which are personalized to each individual client:

- **Investment Management Services**
- **Selection of Other Advisers**
- **Financial Planning and Consulting Services**

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Yeomans Consulting Group, Inc. and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person or Investment Adviser Representative throughout this brochure. As used in this brochure, our Associated Persons or Investment Adviser Representatives are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

### Investment Management Services

We offer discretionary investment management services that are tailored to meet our clients' needs and investment objectives. Once you have retained our firm for investment management services, we will gather information about your financial situation and objectives, and assist you in determining your investment goals, objectives, risk tolerance, and retirement plan time horizon. We will initially provide you with recommendations as to how to allocate your investments among categories of assets and allocation programs offered through SagePoint Financial, Inc. ("SagePoint"). We will then monitor your account on an ongoing basis. Where appropriate, we may provide you with recommendations to change your investment management or allocation program in an effort to remain consistent with your stated financial objectives.

### ***Direct Asset Allocation Services through the Premier Advisory Service Program***

Our firm offers the Premier Advisory Program to our clients who are suitable to maintain an advisory account of load waived and no-load mutual funds and other equity and debt securities. The Premier Advisory Program is offered as either a discretionary account, where our firm is authorized to manage all trading in the account without seeking your consent for each transaction, or a non-discretionary account, where we trade the account only when you approve each transaction.

When opening a Premier Advisory Program Account, your assigned Investment Adviser Representative ("IAR") with our firm will obtain financial data from you and assist in the selection of suitable investment objectives. They will base investment a strategy on your specific goals and situation. Your IAR will review your accounts, your financial situation and goals at least quarterly. Your IAR must remain apprised of your ongoing financial status, suitability requirements and investment objectives by reviewing your account at least quarterly. They must contact you at least annually to review your account with you. Recommendations for mutual fund investments will be based on research reports, analysis of mutual fund performance and managers, and other asset allocation and investment timing models, some of which may be computerized. Recommendations for other securities will be based on publicly available research and reports.

The Premier Advisory Program Investment Advisory Client Services Agreement provides for your Pershing LLC ("Pershing") account through SagePoint Financial, Inc., ("SagePoint") to be billed automatically for management fees according to the appropriate fee schedule. Under the terms of an agreement between our firm and SagePoint, SagePoint is re-allowed a service fee ranging from 10% to 25% of the total management fee we charge you in exchange for services rendered by SagePoint to you and our firm.

*Pershing provides all custodial and clearing services for the Premier Advisory Program Accounts. In no event will our firm accept or maintain custody of your funds or securities for a Premier Advisory Program Account.*

You are under no obligation to accept our firm's recommendations or to authorize transactions through our firm, related persons of our firm, or SagePoint. You may be able to purchase recommended no-load mutual funds outside of our firm's program at little or no transaction cost and without our firm's advisory fees.

The Premier Account is a non-commission and advisory fee account with two distinct options. Under Option A certain transaction costs are paid by our firm whereas you pay all transaction costs under Option B. Our firm provides investment advisory services with securities execution, custodial and other administrative services provided by SagePoint and its clearing broker dealer, Pershing.

The annual management fee for our firm's asset allocation services is negotiable. Such advisory services will be described in detail in the Investment Advisory Agreement we provide to you. The annualized investment management fee is based on a percentage of assets in your account and will be charged according to the following schedule:

#### **Schedule Of Premier Fees - Option A**

<u>Portfolio Value Breakpoints</u>	<u>Maximum Advisory Fee</u>	<u>Quarterly Reporting and Auto-Fee</u>	<u>*Auto-Fee Debiting</u>
Fee			
From \$ 0 - \$ 249,999	2.00%	0.20%	0.06%
Next \$ 250,000- \$499,999	1.90%	0.14%	0.06%
Next \$ 500,00 - \$999,999	1.75%	0.07%	0.04%
Next \$ 1,000,000 - 1,999,999	1.50%	0.05%	0.03%
Next \$ 2,000,000 +	1.25%	0.05%	0.03%

*\* If you choose the option for quarterly reports mentioned below, we may charge you a higher advisory fee .*

#### **Schedule Of Premier Fees - Option B**

<u>Portfolio Value Breakpoints</u>	<u>Maximum Advisory Fee</u>	<u>Auto-Fee Debiting only*</u>
From \$ 0 - \$ 249,999	2.00%	0.25
Next \$ 250,000- \$499,999	1.90%	0.20
Next \$ 500,00 - \$999,999	1.75%	0.15
Next \$ 1,000,000 - 1,999,999	1.50%	0.10
Next \$ 2,000,000 +	1.25%	0.10

*\* If you choose the option for quarterly reports mentioned below, we may charge you an additional \$37.50 per quarter (\$150 annually).*

Account fees will be paid quarterly in advance. The initial fee will be payable when your account is established, pro-rated for the first partial quarter, if applicable. Thereafter, the fee will be payable on the first day of each calendar quarter based on the asset value of your account as of the last business day of the prior quarter. Additional deposits to the account are subject to the same fee procedures.

In addition to our investment advisory fee, you will be charged transaction fees based on a fixed schedule for trade execution according to the options you choose (i.e. no-load funds, load funds, stocks including ETFs, bonds, and options). These transaction charges are paid to Pershing and are partially retained by Pershing for its clearance and execution services. A portion of the transaction fee will be paid to SagePoint for its supervisory services. These transaction charges represent the only payment to SagePoint and Pershing for their services. The transaction charges for execution and supervisory services will be described in detail in the Investment Advisory Agreement that will be provided to you. If the account is opened with securities previously purchased through SagePoint or our firm, SagePoint and/or our firm may have already received commissions on the purchase. If the account is opened with cash proceeds from the sale of securities purchased through SagePoint or our firm, SagePoint and/or our firm may already have received commissions on the sale.

*\*Quarterly Reports: You may choose the option to receive a quarterly report generated by Pershing which is in addition to your monthly account statements. This report provides a market perspective on the most recently completed quarterly activity, and a portfolio performance summary using Standard & Poor 500 and Lehman Brothers Bond indices as benchmark comparisons. The report also reflects your holdings by asset type, contributions, withdrawals, and a description of each position held with value, gain and loss, and yield information .*

#### **Option A (\$50,000 Minimum)**

Rule 12(b)-1 or service fees paid by "load" waived mutual funds will be retained by SagePoint. SagePoint will assess a transaction charge to our firm for each "load" waived mutual fund transaction in excess of 10 during the referenced twelve month period. In addition, a transaction fee will be charged to our firm for each no-load mutual fund transaction. The fact that we pay this transaction fee may affect the frequency of transactions we recommend to you.

You will be assessed transactions fees for all stock, options and fixed income transactions executed in your account.

The annual charge for the quarterly reporting service begins at 0.2% and is reduced based on the size of the account. The charge is deducted from management fees charged to your account. In the event you elect not to receive a quarterly report, then only an annual charge for the automated billing service will be deducted from management fees charged to your account. The annual charge for this service begins at 0.06% and is reduced based on the size of the account. The annual charge for automated billing is included in the charge for optional quarterly reporting when chosen. Quarterly reporting is not available for accounts that hold options.

#### **Option B (\$25,000 Minimum and not available for ERISA and IRA accounts)**

There is an annual administrative charge beginning at 0.25% and is reduced by the size of the account. This charge is deducted from management fees charged to your account. A portion of any Rule 12(b)-1 or service fees paid by "load" waived funds to SagePoint may be re-allowed to the SagePoint registered representative associated with our firm who is assigned to the account. You will pay all transaction fees in this account.

The annual charge for the quarterly reporting service is \$150. The fee is charged \$37.50 per quarter to your account. Quarterly reporting is not available for accounts that hold options.

#### **Direct Asset Allocation Services through the VISION2020 Advisor Program**

SagePoint Financial, Inc. ("SagePoint") sponsors the VISION2020 Advisor Program ("Program"). Registered Representatives associated with our firm offer the Program. The Program provides comprehensive investment management of your assets through the provision of asset allocation planning software as well as execution, clearing and custodial services. With respect to its asset

allocation services, the Program utilizes Ibbotson Associates to provide you access to risk tolerance assessment, efficient frontier plotting, fund profiling and performance data, as well as portfolio optimization and re-balancing tools.

SagePoint offers the Program on either a discretionary or a non-discretionary basis. You will may a choice on the Investment Advisory Client Services Agreement, to authorize your assigned Investment Adviser Representative ("IAR"), on behalf of SagePoint, to manage your Program accounts on a discretionary or non-discretionary basis. Your IAR will recommend load waived and no-load mutual funds, and other equity and debt securities. Investment choices may involve the sale of options and/or the use of other option strategies. They may also involve the use of borrowed money, or the use of "margin" within your account.

In a discretionary account, your IAR will have discretion on your account which is limited to buying and selling authority on an as needed basis.

In a non-discretionary account, your IAR will recommend load waived and no-load mutual funds, and other equity and debt securities, for your review and approval. Your IAR will only purchase or sell securities which have been approved you in advance. Also, standing Agreements between SagePoint, our firm and you will allow your IAR to maintain a prior agreed upon static reallocation which will not be considered as discretionary authority since your approval was obtained in advance. In addition, you may grant your IAR limited discretion authorizing to hold, buy or sell securities in their accounts.

The Program offers both a wrap and an unbundled pricing structure . *Please note that the same or similar services may be available elsewhere at a lower cost to you.*

**Wrap Pricing:** Allows you to pay an all-inclusive fee for management, execution and administrative services. You should consider that depending upon the level of the wrap fee charges, the amount of portfolio activity in their accounts, the value of services that are provided under the Program, and other factors, the wrap fee may or may not exceed the total cost of all services if they were to be provided and paid for separately.

**Unbundled Pricing:** As an alternative to the wrap pricing structure, the transaction charges can be unbundled from the advisory and administrative fees. This pricing arrangement may be more cost effective for accounts that do not experience frequent trading activity. Depending on the level of trading activity in the account, you may or may not pay higher total costs than the wrap pricing structure.

*For further details on the Program, including costs, please refer to the VISION2020 Advisor Schedule H Wrap Brochure.*

#### **Variable Annuity Sub-Account Advisory Services**

Addendum A to the VISION2020 Advisory Client Services Agreement ("Advisory Agreement") will modify the Advisory Agreement to allow us to provide variable annuity sub-account services . Your IAR will obtain the necessary financial data from you to assist you in determining suitability for investment in Program. The information provided by you will include a brief description of the investment objectives, guidelines and financial objectives for the Program VA(s). Your IAR will be available to you on an on-going basis to monitor any changes in your financial circumstances or investment objectives. You will retain our firm to manage the Program VA(s) through a non-discretionary, rebalancing authorization, limited to maintaining an initial agreed upon asset allocation.

By initialing the Addendum A to Investment Advisory Services Agreement, you appoint your IAR on behalf of our firm to manage your Program VA(s) in accordance with the investment objectives you selected subject to you meeting the minimum Program account size. Your IAR will allocate Program VA(s) sub-accounts, as part of your initial asset allocation, which you will review and

approve. Your IAR may then, periodically, rebalance your Program VA(s) sub-accounts without your prior consent to maintain the initial agreed upon asset allocation. However, your IAR will not be able to make changes to the initial Program VA(s), sub-account allocation without your prior review and approval.

### ***Direct Asset Allocation Services through SEI Advisor Program***

The SEI Asset Management Program is a program where our Investment Adviser Representatives ("IARs") can make the SEI family of mutual funds available to our firm's client. SEI is not an investment adviser in this instance and does not have an investment adviser relationship with you. Although, SEI re-balances your portfolio to maintain the proper asset allocation to each asset class in the percentages you chose, SEI does not exercise discretion when providing these re-balancing services. SEI re-balances based on your written instructions.

Our firm charges an advisory fee. SEI charges an expense ratio to the funds. All expense ratios are disclosed in the prospectuses of the funds. SEI Trust Company, a subsidiary of SEI Investments Co., acts as the transfer agent and custodian for your account. Our advisory fee is debited from your account by SEI Trust Company on our behalf. SEI does not participate in our advisory fee. SEI Trust Company then forwards the fee to SagePoint as paying agent for our firm. SagePoint deducts its processing fee and forwards our advisory fee to us.

You will sign an advisory contract with our firm and account opening documentation with SEI. We provide you with our Form ADV Part 2A and SEI provides a prospectus for the mutual funds utilized in your fee-based account. As custodian, SEI Trust Company provides all reporting functions for your account, and supplies you with at least a quarterly statement. SEI does not act in the capacity of an investment adviser to you and therefore does not provide a solicitor's agreement, or their Form ADV Part 2. The fee schedule that our firm charges for our advisory services in connection with the SEI Asset Management Program is included in our ADV Part 2A and in the SEI Advisory Agreement.

Our firm's IARs also offer through SEI, the Mutual Fund Program ("SEI Funds") comprised exclusively of mutual funds and the Managed Account Program ("Managed Account Assets") comprised of individual securities to our clients. The **SEI Funds** and **Managed Account Assets Programs** are designed as follows:

1. We determine your risk profile and investment objectives. Your IAR determines your investment objectives, investment time horizon, and risk profile by means of an interview and the completion of a questionnaire.
2. We will establish an asset allocation policy for you and you choose one of many mutual fund asset allocation models. You may also purchase the individual mutual funds without choosing one of the asset allocation models.
3. The asset allocation models help you diversify among asset classes and styles. The investment managers of the underlying mutual funds are selected by SEI. SEI utilizes institutional investment management firms. The managers are monitored by SEI to ensure that their investment styles and performance remain consistent with the objectives of the mutual funds.
4. Your portfolio will be re-balanced. Re-balancing maintains the proper allocation to each asset class in the model. Re-balancing occurs automatically if the underlying mutual funds deviate from the prescribed quarterly allocation by greater than a 2% variance. For the tax-managed models, the variance is 3%. Re-balancing occurs monthly with no transaction fees.
5. SEI will have complete investment authority, with respect to the Managed Account Assets, in order to carry out the investment strategy chosen by your IAR on your behalf.
6. You will receive report results. SEI Trust Company (a subsidiary of SEI Investments Company) acts as the transfer agent and custodian for the investor's account. SEI Trust Company provides reporting services including consolidated monthly statements, quarterly performance reports, and year-end tax reports.



<u>Market Value Breakpoints</u>	<u>Maximum Annual Advisory Fee</u>
On the first \$250,000	2.25%
On the next \$250,000	2.15%
On the next \$500,000	2.05%
On the next \$1,000,000	1.95%
Thereafter	1.85%

SEI Trust Company will debit your account on a quarterly basis for the above-mentioned fees and charges. The charges to the account will be on an arrears basis and will be remitted quarterly net of any applicable account and performance reporting charges not charged to you. Upon written notification, either your IAR or you may terminate the Agreement. Prorated fees will be charged based on market value of your account on the date notice is received.

You will receive statements from the SEI Trust Company indicating holdings. A quarterly report, indicating market value, cash flows, gains and losses, asset allocation, and performance as it relates to market indices, is also available if you select that option. Annually, you will receive a tax report for your account.

If you open a Tax Controlled Program Investment Account, SEI will remain as the investment adviser on the account, and your IAR on behalf of our firm will act in a solicitor capacity only and have you sign the appropriate documentation.

### ***SEI Asset Allocation Program***

We participate in The SEI Asset Allocation Program, which is offered to high net worth individuals, defined benefit plans, participant and non-participant directed defined contribution plans, institutions, endowments, and foundations.

With the SEI Asset Allocation Program, we serve as the investment adviser to the investor, and are responsible for analyzing the investor's current financial situation, return expectations, risk tolerance, time horizon, and asset class preference, pursuant to the Adviser's investment advisory agreement. Based upon the investor's information, our firm and the investor select an investment strategy and choose from one of many mutual fund asset allocation models, which may be provided by SEI Investments Management Corporation ("SIMC"), or purchase the individual mutual funds to include customized portfolios designed by our firm.

We will allocate the assets placed in the investor's account among the SEI Funds (a family of mutual funds advised by SIMC) in accordance with the investment strategy, goal or model selected by the investor or designed by our firm. The investor, through our firm, may adjust their asset allocation to help ensure that the mix reflects the objectives of the chosen strategy. The investor may, at any time, impose reasonable restrictions on the management of his/her account or choose a new investment strategy.

**PC Models:** In accordance with the investor's investment objectives, we may also allocate assets placed in the investor's account among the SEI Funds through SEI's Private Client Models, which reflect SIMC's institutional asset allocation models more aligned with individual investors' goals. SIMC expects to make changes to the Private Client Models periodically to incorporate changes to the mutual fund asset allocations underlying the models. Upon consent from us (on behalf of the investor), these asset allocation changes will be made to the investor's accounts invested in the Private Client Models.

**Custom Models:** Your Retirement Coach, Inc. Portfolios (Yeomans TM Defensive, TM Conservative, TM Moderate TM Growth & Income and TM Growth Plus / Yeomans Defensive, Conservative, Moderate Growth & Income and Growth Plus / Yeomans Alternatives Strategies): In accordance with the investor's investment objectives, we may also allocate assets placed in the investor's account among the SEI Funds and non-SEI Funds through Yeomans Custom Models

which are aligned with individual investors' goals. We expect to make changes to the Custom Portfolios periodically to incorporate changes to the mutual fund asset allocations underlying the models on a discretionary Basis. Upon consent from us (on behalf of the investor), these discretionary asset allocation changes will be made to the investor's accounts invested in the Your Retirement Coach, Inc. as Yeomans Custom Models.

The SEI Funds are administered, distributed, and in some cases advised by SIMC or its affiliates for which it is paid fees as disclosed in the SEI Funds' prospectuses. The prospectus(es) should be read carefully by all investors before investing in the SEI Funds.

The applicable fees are the same as set forth under the Direct Asset Allocation Services through SEI Advisor Program section above.

### **Selection of Other Advisers**

As part of our investment advisory services, we may recommend that you use the services of a third party investment adviser ("TPA") to manage your entire, or a portion of your, investment portfolio. We may recommend TPAs who offer timing services, asset allocation services, and wrap free programs. After gathering information about your financial situation and objectives, we will recommend that you engage a specific TPA or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the TPA's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. The TPA(s) will actively manage your portfolio and will assume discretionary investment authority over your account. We will periodically monitor the TPA(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives.

Compensation generally, consists of four elements: i) management and advisory fees shared by the TPA, our firm, and our IARs; ii) transaction costs, if applicable, which may be paid to purchase and sell such securities; iii) custody fees; and iv) an additional administrative fee paid to SagePoint for its supervisory services.

Such compensation is charged through one of the following pricing structures:

1. **Wrap Pricing** : Under these programs, the inclusive "wrap" fee covers account management, brokerage, clearance, custody and administrative services. In other programs, you may be charged separately for such services. The wrap fees may be higher or lower than if such services were obtained separately. Generally, wrap programs are relatively less expensive for actively traded accounts. However, they may result in higher overall costs to you in accounts that experience little trading activity. The same or similar services may be available elsewhere at a lower cost to you.
2. **Unbundled Pricing** : Other TPA services may be provided on an "unbundled" fee basis. In such cases, the TPA's fee may be separate from the advisory fee charged by our firm. Transaction costs may also be charged for the execution and clearance of advisory transactions directed by the TPA. Further, compensation to our firm's IARs may be in the form of commissions earned in the underlying securities portfolios, which are managed by the TPA. In addition to our firm's share of the TPA, SagePoint may charge an additional administrative fee for its administrative and supervisory services.

You will receive an account statement from the TPA at least quarterly, which includes the amount of any fees paid directly for the TPA's services, or any other adviser selected by you to manage the account. These fees are in addition to the internal advisory fees and expenses paid by the mutual funds or variable annuity companies to their separate investment advisers. In addition, variable annuity companies generally impose mortality charges on such accounts, of approximately 1.25% annually. SagePoint's administrative fees will either be bundled into the wrap fee or disclosed as a separate charge in unbundled programs.

The amount of total fees, the services provided, the payment structure, termination provisions and other aspects of each program are detailed and disclosed in: i) the TPA's Form ADV Part 2; ii) the program wrap brochure (if applicable) or other applicable disclosure documents; iii) the disclosure documents of the portfolio manager or managers selected; or, iv) the TPA's account opening documents.

SagePoint may also act as paying agent with respect to payments made by third-party advisers to Adviser under solicitor's agreements between them. SagePoint does not act as an investment adviser with respect to any accounts, which, are referred directly by our firm to third-party advisers . *You do not have an investment advisory relationship with SagePoint unless you have signed a direct advisory contract with them and then it will only apply to the assets subject to that contract.*

Our firm not be paid fees directly by you, but will receive a portion of the advisory fee paid to the TPA as a solicitor. The same or similar services may be available elsewhere at a lower cost to you.

You will be required to sign an agreement directly with the recommended TPA(s). You may terminate your advisory relationship with the TPA according to the terms of your agreement with the TPA. You should review each TPA's this brochure for specific information on how you may terminate your advisory relationship with the TPA and how you may receive a refund, if applicable. You should contact the TPA directly for questions regarding your advisory agreement with the TPA.

### **Financial Planning and Consulting Services**

We offer broad-based and modular financial planning services. If you retain our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. Once we review and analyze the information you provide to our firm, we will deliver a written plan to you, designed to help you achieve your stated financial goals and objectives.

In general, financial planning and consulting services may include any one or all of the following:

- **Personal Planning** - This includes a review of family records, budgeting, personal liability, estate information, and financial goals. We may offer advice on how to reduce risk, and to coordinate and organize records, as well as estate information. We will also help you identify and prioritize financial goals.
- **Tax & Cash Flow Planning** - This encompasses a large array of services that are customized to your specific financial circumstances including income tax and spending analysis. Our firm may illustrate how tax laws will effect various financial decisions, such as investing in new opportunities or consolidation of existing investments and individual taxation issues, among others. The impact of those decisions on your current income tax and future tax liability may also be assessed.
- **Insurance Planning** - This includes risk management associated with advisory recommendations based on the combination of insurance types that best meet your specific needs, such as life, health, disability, and long-term care insurance. This will generally include analysis of cash needs at death, income needs of surviving dependents, and disability income analysis.
- **Retirement Planning** - This involves advice with respect to alternatives and techniques for accumulating wealth for retirement income or advice relative to appropriate distribution of assets following retirement. Tax consequences and their implications are identified and evaluated.
- **Investment Planning** - This involves advice with respect to investment alternatives and their effect on your portfolio. Evaluations are made of existing investments in terms of their economic and tax characteristics as well as their suitability for meeting your objectives. Tax consequences and their implications are identified and evaluated.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. You must promptly notify our firm if your financial situation, goals, objectives, or needs change. You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not

obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

Our firm uses the following financial planning fee schedule:

- **Fixed Fees** : Fixed fees for financial planning services generally range between \$750 and \$5,000.
- **Hourly Fees** : The firm charges an hourly fee ranging between \$125 and \$300 if you request general consulting services.

An estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee. Our fees are negotiable depending upon the complexity and scope of the plan, your financial situation, and your objectives. Unless agreed otherwise, we require that you pay 50% of the fee in advance and the remaining portion upon the completion of the services rendered. We will not require prepayment of a fee more than six months in advance and in excess of \$500. We may reduce our financial planning fee for those clients making use of our portfolio management services.

All clients wishing to engage our firm for the implementation of its financial and/or retirement plan must complete our internal documents and investment advisory agreement, and a SagePoint new account form. Upon completion of the aforementioned documents, together with our securing of the relevant approvals, we will be considered engaged by you. The term of engagement will be either a "one- time only" or ongoing, as set forth in the advisory agreement. For ongoing agreements, you will be responsible for ensuring that we have been timely informed of changes in investment objectives and risk tolerance.

You may terminate the financial planning agreement by providing written notice to our firm within five days from the date of acceptance. After the five-day period, either you or our firm may terminate the financial planning agreement by providing written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the agreement. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

### **Types of Investments**

We primarily offer advice on equity securities, corporate debt securities, commercial paper, certificates of deposit, municipal securities, mutual funds, exchange traded funds, variable annuities, variable life insurance, U.S. Government securities, interest in partnerships investing in real estate, oil and gas interests, and the selection of third party advisers.

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

### **Assets Under Management**

As of 12/31/2011, we manage \$67,898,920 in client assets.

## **Item 5 Fees and Compensation**

Please refer to the "Advisory Business" section in this brochure for information on our advisory fees, fee payment arrangements, and refund policies.

## **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on the fees by program or advisory service, please refer to the "Advisory Business" section of this brochure. For information on our firm's brokerage practices, please refer to the "Brokerage Practices" section of this brochure.

Variable annuity companies generally impose internal fees and expenses on your variable annuity investment, including contingent deferred sales charges and early redemption fees. In addition, variable annuity companies generally impose mortality charges of approximately 1.25% annually. These fees are in addition to the fees and expenses referenced above. Complete details of such internal expenses are specified and disclosed in each variable annuity company's prospectus. Please review the Variable Annuity prospectus for full details.

*Applicable to non-wrap accounts:* In addition to the per-trade transaction charges referenced above, you will also be subject to per-trade confirmation fees as disclosed on your trade confirmation (typically \$4.00 per trade) and an additional fee of \$1.50 for each trade confirmation that you do not elect to receive electronically. You may also be subject to an additional, per-trade transaction charge on the selling of certain securities as disclosed on your trade confirmation (generally less than \$1.00 on trades of \$50,000 or less). These fees are not shared with us but are transaction charges paid to SagePoint and our custodian. Please see Item 10 which explains our relationship with SagePoint.

*Applicable to wrap accounts:* You will be charged an additional fee of \$1.50 for each trade confirmation that you do not elect to receive electronically. You may also be subject to an additional, per-trade transaction charge on the selling of certain securities as disclosed on your trade confirmation (generally less than \$1.00 on trades of \$50,000 or less). These fees are not shared with us but are transaction charges paid to SagePoint and our custodian. Please see Item 10 which explains our relationship with SagePoint.

There are additional fees relating to IRA and Qualified Retirement Plan accounts that you may incur such as maintenance and termination fees. You will find these fees disclosed in the account application paperwork provided to you associated with these accounts.

## **Compensation for the Sale of Securities or Other Investment Products**

Persons providing investment advice on behalf of our firm are registered representatives with SagePoint Financial, Inc. ("SagePoint"), an unaffiliated securities broker-dealer, member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In addition to providing advisory services, these persons will likely also sell you securities products and other investment and insurance products in their capacity as registered representatives of SagePoint and as licensed insurance agents. We will receive additional compensation in connection with this activity and the amount of compensation will depend on the type of product purchased. We will have a greater financial incentive to sell certain products as opposed to others (for example, in the case of mutual funds those that have a higher 12b-1 fee than others). While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our firm in connection with providing you with any advisory service that we offer.

At our discretion, we may offset our advisory fees to the extent our associated persons earn commissions in their separate capacities as registered representatives and/or insurance agents.

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

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the "Advisory Business" section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

## **Item 7 Types of Clients**

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

The minimum account size to open and maintain a Premier Advisory Program Account is \$50,000 for Option A and \$25,000 for Option B. The minimum account size to open and maintain a VISION2020 Advisor Program Account is \$50,000 for a Non-Wrap Fee account and \$100,000 for a Wrap Fee account.

Exceptions may be made regarding the minimum account size depending on your circumstances. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management.

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

### **Our Methods of Analysis and Investment Strategies**

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Charting Analysis - involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- Technical Analysis - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks. The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.
- Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. The risk of fundamental analysis is that information

obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

We also use trend analysis, which in investment terms, refers to investment methodology that is related to historical price movements, irrespective of economic fundamentals. Technicians believe patterns will emerge within the price action and trading volume of an asset, which indicate particular trends and reversals. Trend, in investment terms, refers to the regular tendency of securities to increase or decrease in value over a set period of time. Analysts work to identify trends and time their buying and selling activity to profit from particular chart patterns. Bullish trends indicate that the investment will continue to increase in value. Higher highs and higher lows signal bullish trends. The higher lows are benchmarked against, or compared with, a level of support, which identify short-term low price points for the security that have not been breached over set periods of time. "Breakouts," refer to strong price appreciation above a point of resistance, or short-term high points for the investment that have not been overtaken during a specific time frame. Bearish trends indicate that the investment is set to lose value. Lower highs and lower lows are associated with bearish trends. Securities are unable to move beyond a high point of resistance and break down past support levels. Reversals: a security will not approach infinity or collapse to zero without interruptions. Reversals are inflection points at which trends switch from bullish to bearish or vice versa. The head and shoulders pattern is typically associated with reversals. Conversely, the inverted head and shoulders is "a reversal pattern in a downtrend," which is bullish.

The risks of using trend analysis is that trends may not be long-sustaining, resulting in insufficient gain or a loss if followed. Also, the securities selected may not trend in which case an increase or decrease in their value may not be estimated.

The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance. The risk of cyclical analysis is that economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Long term purchases may also be affected by unforeseen long term changes in the company in which you are invested or in the overall market. Short term trading generally involves a greater degree of risk than long term trading due to market volatility over a short period of time.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Recommendation of Particular Types of Securities**

As disclosed under the "Advisory Business" section in this Brochure, we offer advice on all types of securities, however, we primarily recommend mutual funds; however, since each client has different needs and different tolerance for risk, we may recommend other types of investments as appropriate for your situation.

Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

Mutual funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. The returns on mutual funds can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely which can dilute other investors' interests.

## **Item 9 Disciplinary Information**

Neither our firm nor any of our Associated Persons has any reportable disciplinary information.

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

### **Registrations with Unaffiliated Broker-Dealer**

All representatives of our firm that provide advice to you ("Advisory Representatives") are associated with SagePoint Financial, Inc. ("SagePoint") as Registered Representatives. SagePoint is a diversified financial services company registered with the Financial Industry Regulatory Authority ("FINRA") as a broker-dealer engaged in the offer and sale of securities products. Our Advisory Representatives may recommend the purchase of securities offered by SagePoint. If you purchase these products through them, they will receive normal commissions which may be in addition to customary advisory fees. As such, Advisory Representatives may have an incentive to



sell you commissionable products in addition to providing you with advisory services when such commissionable products may not be suitable. Alternatively, they may have an incentive to forego providing you with advisory services when appropriate, and instead recommend the purchase of commissionable investments, if they deem that the payout for recommending the purchase of these investments would be higher than providing management advice on these products for an advisory fee. Therefore, a conflict of interest may exist between their interests and your best interests.

While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our Firm in connection with providing you with any advisory service that we offer.

### **Arrangements with Affiliated Persons or Entities**

Persons providing investment advice on behalf of our firm are also licensed as insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate from our advisory fees. Please see the "Fees and Compensation" section in this brochure for more information on the compensation received by insurance agents who are affiliated with our firm.

### **Recommendation of Other Advisers**

We may recommend that you use a third party adviser ("TPA") based on your needs and suitability. We will receive compensation from the TPA for recommending that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the third party adviser. You are not obligated, contractually or otherwise, to use the services of any TPA we recommend.

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

### **Description of Our Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

### **Participation or Interest in Client Transactions**

Neither our firm nor any of our associated persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more

favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities.

## **Item 12 Brokerage Practices**

As described in the "Other Financial Industry Activities and Affiliations " section of this brochure, our Advisory Representatives are also Registered Representatives of SagePoint, a FINRA registered broker-dealer. In order to meet its FINRA supervisory obligations, SagePoint requires that all investment advisory activities that we conduct be processed through SagePoint's clearing relationships with Pershing LLC ("Pershing"). As a result, we do not have the discretion to choose the broker-dealer or commission rates to be paid. However, we do believe that Pershing's blend of execution services, commission and transaction costs as well as professionalism will allow us to seek best execution and competitive prices.

### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### **Block Trades**

Transactions for each client generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

## **Item 13 Review of Accounts**

Randall Yeomans, Present and Chief Compliance Officer of our firm, will monitor your accounts on an ongoing basis and will conduct account reviews at least quarterly in an effort to ensure the advisory services provided to you are consistent with your stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

We will not provide you with regular written reports in conjunction with account reviews. You will receive trade confirmations, monthly or quarterly statements, and year-end tax statements from your account custodian(s).

If you are a financial planning client, you may receive annual updates from our firm upon request for an additional fee.

## **Item 14 Client Referrals and Other Compensation**

As discussed previously, all our Advisory Representatives are Registered Representatives of SagePoint. This arrangement requires us to offer you advisory services and programs sponsored or approved by SagePoint. SagePoint sets limits on how much we can charge you for these advisory services. Some advisory programs have higher fee limits than others. As such, there may be an incentive for us to recommend to you advisory services or programs with higher limits. In addition, SagePoint may charge us certain usage fees and expenses to use their advisory programs which may decrease the amount of money we make when offering investment advice to you. Therefore, there may be an incentive to provide you with advisory programs and services that may be cheaper for us to use but not as suitable to your needs as other advisory programs that SagePoint sponsors which may be more expensive for us to use.

In addition, SagePoint offers our Advisory Representatives educational, training and incentive programs for those Advisory Representatives that meet certain sales production goals. There may be an incentive for us to manage your account in ways that assist us in meeting these production goals even if such strategies may not always be suitable for your account.

Certain Third Party Advisory Service programs may provide our Advisory Representatives with the opportunity to attend training or education conferences. Such conferences include the payment or reimbursement of travel, meals and lodging expenses for attendees. Payment/reimbursement of expenses is not contingent upon sales targets or contests, but rather on total assets managed on their respective Third Party Advisory Service platforms. We may have an incentive to recommend Third Party Advisory Service programs that provide us with the above referenced opportunities over those that do not.

We do not compensate any individual or firm for client referrals.

## **Item 15 Custody**

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

## **Item 16 Investment Discretion**

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and/or trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or

restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to the "Advisory Business" section in this brochure for more information on our discretionary management services.

In order to meet its FINRA supervisory obligations, SagePoint requires that all investment advisory activities be conducted through SagePoint's clearing relationships with Pershing. As a result, our firm does not have the discretion to choose the broker dealer or commission rates to be paid. However, we believe that Pershing's blend of execution services, commission and transaction costs as well as professionalism will allow us to seek best execution and competitive prices. However, you should be aware that best execution and lower commissions may not necessarily be achieved if recommended transactions are placed through our firm's associated persons in their separate capacities as registered representatives of SagePoint or as independent insurance agents.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

## **Item 17 Voting Client Securities**

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

## **Item 18 Financial Information**

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$500 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

## **Item 19 Requirements for State Registered Investment Advisers**

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

## **Item 20 Additional Information**

### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

### **Business Continuity**

Our firm's Business Continuity Plan is available to you when you engage our firm for advisory services or in advance at your request.

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. Generally, If a trade error results in a profit, the trade error will be corrected in the trade error account of the executing broker-dealer and you will not keep the profit.

### **Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.