

## **KR Financial Services, Inc.**

**4000 HOLLYWOOD BOULEVARD, SUITE 215 SOUTH  
HOLLYWOOD, FLORIDA 33021-6754**

**Phone: 954.919.5737 / Toll Free: 855.782.5737**

**Fax: 954.962.1021**

**[www.krfinancialservices.com](http://www.krfinancialservices.com)**

**3/7/2011**

### **FORM ADV PART 2 BROCHURE**

This brochure provides information about the qualifications and business practices of KR Financial Services, Inc. If you have any questions about the contents of this brochure, please contact us at (954) 989-7462. 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 KR Financial Services, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for KR Financial Services, Inc. is 126603.

KR Financial Services, Inc. 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.

## Table of Contents

<b><i>Advisory Business.....</i></b>	<b><i>1</i></b>
<b><i>Fees and Compensation .....</i></b>	<b><i>5</i></b>
<b><i>Performance-Based Fees and Side-By-Side Management.....</i></b>	<b><i>5</i></b>
<b><i>Types of Clients.....</i></b>	<b><i>6</i></b>
<b><i>Methods of Analysis, Investment Strategies and Risk of Loss .....</i></b>	<b><i>6</i></b>
<b><i>Disciplinary Information.....</i></b>	<b><i>8</i></b>
<b><i>Other Financial Industry Activities and Affiliations .....</i></b>	<b><i>8</i></b>
<b><i>Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</i></b>	<b><i>8</i></b>
<b><i>Brokerage Practices .....</i></b>	<b><i>9</i></b>
<b><i>Review of Accounts .....</i></b>	<b><i>10</i></b>
<b><i>Client Referrals and Other Compensation.....</i></b>	<b><i>11</i></b>
<b><i>Custody .....</i></b>	<b><i>11</i></b>
<b><i>Investment Discretion.....</i></b>	<b><i>11</i></b>
<b><i>Voting Client Securities.....</i></b>	<b><i>12</i></b>
<b><i>Financial Information.....</i></b>	<b><i>12</i></b>
<b><i>Additional Information.....</i></b>	<b><i>12</i></b>

## Advisory Business

Form ADV Part 2A, Item 4

### **Description of Services and Fees**

We are a registered investment adviser based in Hollywood, Florida. We are organized as a corporation, under the laws of the State of Florida. We have been providing investment advisory services since 1996. Goldstein Schechter Koch, P.A is our principal owner. Currently, we offer the following investment advisory services, which are personalized to each individual client:

- **Financial Planning Services**
- **Portfolio Management Services**
- **Selection of Other Advisers**
- **Pension Consulting Services**

As a wholly-owned subsidiary of the certified public accounting firm, Goldstein Schechter Koch, P.A, we are also able to assist our clients in the areas of tax and estate planning through our working relationship with our parent company. See *Other Financial Industry Activities and Affiliations* section for more information.

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. Also, you may see the term Associated Person throughout this Brochure. As used in this Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

### **Financial Planning Services**

We offer broad-based, modular, and consultative financial planning services to our clients. Financial planning will typically involve providing a variety of advisory services to our clients regarding the management of their financial resources based upon an analysis of their individual needs. Planning topics may include, but are not limited to, estate planning, retirement planning, college planning, asset evaluation and analysis. 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.

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/consulting fee schedule:

- **Fixed Fees:** Our fixed fees for financial planning generally range between \$500.00 and \$5,000.00 depending on the scope and complexity of the contracted services.
- **Hourly Fees:** Typically, we charge an hourly fee of \$250 depending on the scope and complexity of the contracted services. For hourly consulting services, our fee is due and payable upon completion of the consultation.

We will provide you with an estimate of our financial planning fees once the scope of the financial planning services has been agreed upon. The final fee, subject to negotiation, depends on your financial situation and the complexity of the financial plan or services requested. The fees and terms of our financial planning arrangement will be clearly set forth in agreement between you and our firm.

Generally, we require that you pay an initial retainer of 50% of the estimated financial planning fee in advance and the remaining portion upon the completion of the services rendered. However, other fee payment arrangements may be negotiated at our discretion. We will not require prepayment of a fee more than six months in advance and in excess of \$1,200. For financial planning clients who are also portfolio management clients, we may reduce or waive the financial planning fee altogether, at our discretion.

You, or our firm, may terminate the financial planning agreement within five days of acceptance without penalty. After the five-day period, either party may terminate the agreement by providing written notice to the other party. The financial planning fee will be pro-rated for the quarter in which the cancellation notice was given and any unearned fees will be refunded to you.

### ***Portfolio Management Services***

We offer discretionary portfolio management services to our clients. Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for portfolio management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We will use the information we gather from our initial meeting to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf. As part of our portfolio management services, we may customize an investment portfolio for you in accordance with your risk tolerance and investing objectives. Once we construct an investment portfolio for you, we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing.

Our annual fee for portfolio management services, subject to negotiation, is based on a percentage of your assets we manage and is set forth in the following fee schedule:

<b><u>Assets Under Management</u></b>	<b><u>Annualized Fee</u></b>
First \$500,000	1.50%
Next \$500,000	1.25%
Over \$1,000,000	1.00%

We require a minimum account size of \$250,000 for portfolio management services. We may waive or lower this minimum at our discretion. Additional services beyond the scope of portfolio management will incur additional fees billed at our hourly rate of \$250 which is negotiable depending upon the scope and complexity of the service required. We will provide an estimate of additional fees, including the rate per hour, and provide it to you prior to performing any service. The additional fees will be invoiced and payable separately from portfolio management services.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

Our portfolio management fee is billed quarterly in advance based on the asset value in your account on the last day of the previous quarter. Fees will be assessed pro rata in the event the portfolio management agreement is executed at any time other than the first day of a calendar quarter.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only

when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian, please call our main office number located on the cover page of this brochure.

Either party may terminate the portfolio management agreement within five days of acceptance without penalty. After the five-day period, either party may terminate the agreement by providing written notice to the other party. The management fee will be pro-rated for the quarter in which the cancellation notice was given and any unearned fees will be refunded to you.

### ***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. 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. We will periodically monitor the TPA(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives. The TPA(s) will actively manage your assets and will assume discretionary investment authority over your account. We will assume discretionary authority to hire and fire TPA(s) and/or reallocate your assets to other TPA(s) where we deem such action appropriate.

You may 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 disclosure 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.

Clients who are referred to TPAs will receive full disclosure, including services provided and fee schedules, at the time of the referral by delivery of a copy of the relevant TPA's Form ADV Part 2 or equivalent disclosure document. Either our firm or the TPA will provide all appropriate disclosure statements, including disclosure of solicitation fees paid to our and our investment advisor representatives.

Advisory fees charged by TPAs are separate and distinct from our advisory fees. Assets managed by TPAs will be included in calculating our advisory fee, which is based on the fee schedule set forth in the "Portfolio Management Services" section in this brochure. Advisory fees that you pay to the TPA are established and payable in accordance with the ADV Disclosure Brochure provided by each TPA to whom you are referred. These fees may or may not be negotiable. You should review the recommended TPA's brochure and take into consideration the TPA's fees along with our fees to determine the total amount of fees associated with this program.

All TPAs that we recommend to our clients must either be exempt from registration or registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority.

### ***Pension Consulting Services***

We offer pension consulting services to employee benefit plans and their fiduciaries based upon an analysis of the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review, asset allocation advice, money management services, communication and education services where we assist the plan sponsor in providing meaningful information regarding the retirement plan to its participants, investment performance monitoring, and/or ongoing consulting. Our firm may have agreements with third party administrators ("TPA") to provide these services as part of the TPA's agreement with the plan. In these instances, the TPA may pay a portion of the fee charged to the plan to our firm for the advisory services we provide. In other instances, we may be introduced to a plan through a

TPA and we will provide service directly to the plan. These pension consulting services will generally be non-discretionary and advisory in nature. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor or other named fiduciary. The plan fiduciary is free to seek independent advice about the appropriateness of any recommended services for the plan.

We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as:

- Diversification
- Asset allocation
- Risk tolerance
- Time horizon

Our educational seminars may include other investment-related topics specific to the particular plan. In some instances, we may meet with individual plan participants and offer personalized information based on their individual objectives.

Our compensation arrangement for these services is based upon a percentage of plan assets under management. On an annualized basis, our fees will range from 1% to 3% of plan assets, subject to a minimum annual fee of \$2,500. The type and amount of the fees you pay will be based on the scope and complexity of the qualified plan and the services you request. These fees are subject to negotiation. We require fees for pension consulting services to be paid quarterly in advance based on the asset value on the last day of the previous calendar quarter.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements. Under no circumstance will we require prepayment of a fee more than six months in advance and in excess of \$1,200.

We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents. Our advisory fees for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by-case basis.

Either party may terminate the financial planning agreement within five days of acceptance without penalty. After the five-day period, either party may terminate the agreement by providing written notice to the other party. The pension consulting fees will be pro-rated for the quarter in which the cancellation notice was given and any unearned fees will be refunded to you.

### **Types of Investments**

We primarily offer advice on investment company securities (mutual funds) and exchanged traded funds.

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 March 1, 2011, we manage \$134,000,000 in client assets on a discretionary basis.

## ***Fees and Compensation***

Form ADV Part 2A, Item 5

Please refer to the *Advisory Business* section in this Brochure for information on our advisory fees, fee deduction arrangements, and refund policy according to each service we offer.

### **Additional Fees and Expenses**

As part of our investment advisory services, we will 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 our brokerage practices, please refer to the *Brokerage Practices* section of this Brochure.

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

Certain associated persons providing investment advice on behalf of our firm may be licensed as independent insurance agents. They will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions they earned are separate and in addition to our advisory fees. This practice presents a conflict of interest because associated persons providing investment advice on behalf of our firm who are also insurance agents, have an incentive to recommend insurance products to you for the purpose of generating commissions; however, we endeavor at all times to place your interests first when making recommendations regarding insurance and investments. Moreover, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Any material conflicts of interest between our firm, or our employees, and you are disclosed in this Disclosure Brochure. If at any time, additional material conflicts of interest develop, we will provide you with written notification of the material conflicts of interest or an updated Disclosure Brochure.

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

Form ADV Part 2A, Item 6

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.



## ***Types of Clients***

Form ADV Part 2A, Item 7

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

In general, we require a minimum of \$250,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum. For pension consulting services, we impose a minimum annual fee of \$2,500.

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

Form ADV Part 2A, Item 8

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

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

- *Modern Portfolio Theory (MPT)* - a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets. Market risk applies the MPT. Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification. We generally use strategic asset allocation aspects of the Modern Portfolio Theory.
- *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.

### ***Investment Strategies***

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

- 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.
- Margin Transactions – a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.
- Options Trading/Writing: a securities transaction that involves buying or selling (writing) an option. If



you write an option, and the buyer exercises the option, you are obligated to purchase or deliver a specified number of shares at a specified price at the expiration of the option regardless of the market value of the security at expiration of the option. Buying an option gives you the right to purchase or sell a specified number of shares at a specified price until the date of expiration of the option regardless of the market value of the security at expiration of the option.

We may, at times, use short-term trading (in general, selling securities within 30 days of purchasing the same securities) as an investment strategy when managing your account(s). Short-term trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and tolerance for risk.

#### *Tax Considerations*

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. Our firm will instruct the custodian to use the first-in, first out "FIFO" accounting method for calculating and reporting the cost basis of your investments, although other methods may be used on a transaction by transaction basis. Any such method would be discussed with you prior to executing the transaction.

#### **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 primarily recommend open-end mutual funds and ETFs. You should be advised of the following risks when investing in these types of securities:

Mutual funds and exchange traded 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 and ETFs 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. Exchange traded funds differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs 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 the fund, other types of mutual funds do charge such fees which can also reduce returns.

## ***Disciplinary Information***

Form ADV Part 2A, Item 9

KR Financial Services, Inc. has been registered and providing investment advisory services since 1996. Neither our firm nor any of our management persons have any legal or disciplinary events to disclose.

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

Form ADV Part 2A, Item 10

### **Arrangements with Affiliated Entities**

Jeffery B. Koch, President of KR Financial, Inc., is also a shareholder of Goldstein Schechter Koch et al, P.A. ("GSK"), a certified public accounting firm. KR Financial, Inc., is 100% owned by GSK. Our advisory clients may also be clients of GSK. Our advisory service fees are separate and distinct from the compensation paid to GSK for their accounting services.

While we believe that the fees charged by our affiliate are competitive, such compensation may be higher than fees charged by other accounting firms providing the same or similar services. You are under no obligation to use GSK's accounting services and may obtain comparable services and/or lower fees through other accounting firms.

### **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.

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

Form ADV Part 2A, Item 11

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.

Our Code of Ethics is available to you upon request. You 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 and activities as a licensed insurance agent, as otherwise disclosed in the *Advisory Business* section and *Fees and Compensation* section of 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 mitigate this conflict of interest, it is our policy that neither our firm nor our associated persons shall have priority over your account in the purchase or sale of securities.

## ***Brokerage Practices***

Form ADV Part 2A, Item 12

We routinely recommend the brokerage and custodial services of Fidelity Brokerage Services LLC (together with all affiliates, "Fidelity"), a securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. We have an arrangement with Fidelity through which Fidelity provides our firm with Fidelity's platform services. The platform services include, among other items, brokerage, custodial, administrative support, record keeping and related services that are intended to provide support to our firm in conducting business and in serving the best interests of our clients.

Fidelity enables our firm to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

We periodically evaluate our relationship with Fidelity to ensure that Fidelity remains competitive with other firms providing custodial and brokerage services. This could mean that in a specific circumstance, you could pay a higher commission on a trade placed with Fidelity than you would if we had arrangements with several broker/dealers and could compare costs on each transaction. In deciding to use Fidelity, we have considered and continue to consider the full range and quality of services, including, among other things, execution capability, commission rate, reputation in the marketplace, financial responsibility, responsiveness to our clients and our firm, and the value of research services and additional brokerage products and services Fidelity provides. We use research received from Fidelity in to service all of our clients' account, not just for those accounts for which commissions may be considered to have been used to pay for the research received.

While our firm and its associated persons endeavor at all times to put the interest of our clients first as part of our fiduciary duty, you should be aware that receipt of additional services in itself creates a potential conflict of interest. All the firms we recommend to our clients for brokerage and custodial services are independent and unaffiliated. Regardless, you may utilize the broker/dealer of your choice and have no obligation to purchase or sell securities through the brokers we recommend.

### **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.

### **Directed Brokerage**

In limited circumstances, and at our discretion, some clients may instruct our firm to use one or more particular brokers for the transactions in their accounts. If you choose to direct our firm to use a particular broker, you should understand that this might prevent from effectively negotiating brokerage commissions on your behalf.

This practice may also prevent our firm from obtaining favorable net price and execution. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you.

### **Block Trades**

We do not combine multiple orders for shares of the same securities purchased for advisory accounts we manage (the practice of combining multiple orders for shares of the same securities is commonly referred to as "block trading"). Accordingly, you may pay different prices for the same securities transactions than other clients pay. Furthermore, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than other clients.

## ***Review of Accounts***

Form ADV Part 2A, Item 13

We will monitor your accounts on a continuous basis and your advisory representative will conduct account reviews upon your request to ensure that 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.

Quarterly, we will provide you with reports regarding the performance of your account(s). In addition, you will receive trade confirmations, monthly or quarterly statements, and year-end tax statements from your account custodian(s).

Your advisory representative will review your financial plan upon request or as necessary depending on the arrangements made with you at the inception of your advisory relationship to ensure that the planning advice or asset allocation recommendations originally made are consistent with your current investment needs and objectives. We encourage you and all existing clients to contact us with any questions, or changes to your financial situation or objectives. Changed circumstances may include, but are not limited to: marriage, divorce, birth, death, inheritance, lawsuit, retirement, job loss, and/or disability, among others. Where warranted, we will provide you with updates to the financial plan in conjunction with the review. If you request a formal broad-based review and/or update to your financial, such reviews and updates will be subject to our then current hourly rate. We will not provide regular written reports for financial planning and consulting services. If you implement financial planning advice through our firm, you will receive trade confirmations and monthly or quarterly statements from relevant custodians.

## ***Client Referrals and Other Compensation***

Form ADV Part 2A, Item 14

We do not directly compensate non-employee (outside) consultants, individuals, and/or entities (Solicitors) for client referrals.

As disclosed under the *Fees and Compensation* section in this Brochure, certain persons providing investment advice on behalf of our firm may also be licensed insurance agents. In their capacities as insurance agents, they may sell insurance products, including, but not limited to, life, health, and long-term care products, and may receive additional compensation, in the form of commissions, on the sale of such products to our firm's clients. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the *Fees and Compensation* section.

## ***Custody***

Form ADV Part 2A, Item 15

Upon receiving your valid authorization, we will directly debit your account(s) for the payment of our advisory fees with your written authorization. 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 at the telephone number on the cover page of this Brochure.

## ***Investment Discretion***

Form ADV Part 2A, Item 16

Generally, you will be required to grant our firm complete discretion over the selection and amount of securities to be purchased or sold, the broker/dealer to be used and the commission rates to be paid for your account without obtaining your prior consent or approval. 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.

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

## ***Voting Client Securities***

Form ADV Part 2A, Item 17

We do not take action nor render advice on how to vote of proxies solicited by the issuers of securities in which your assets may be invested. We will not vote proxies on behalf of your advisory accounts. In rare cases, and only 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.

## ***Financial Information***

Form ADV Part 2A, Item 18

Our firm does not have any financial conditions or impairments that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and we do not require the prepayment of fees six or more months in advance and in excess of \$1,200. Therefore, we are not required to include a financial statement with this brochure.

## ***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 us at the telephone number on the cover page of this Brochure, if you have any questions regarding this policy.

**Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit, 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.

Should we receive written or electronic notice of a class action lawsuit, settlement or verdict affecting securities owned by you, we will forward all notices, proof of claim forms and other materials to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward the information electronically.

**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. If a trade error results in a profit, you will keep the profit.