

## Item 1 – Cover Page

### **KFG Wealth Management, LLC**

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This brochure provides information about the qualifications and business practices of KFG Wealth Management, LLC ("KFG"). If you have any questions about the contents of this brochure, please contact Shawn Persing at 800-258-9574 or at [spersing@korhorn.com](mailto:spersing@korhorn.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about KFG is also available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can view our firm's information on this website by searching for our name KFG Wealth Management, LLC or our firm CRD number **128606**.

\*Registration as an investment advisor does not imply a certain level of skill or training.

## **Item 2 – Material Changes**

As required by the Dodd–Frank Wall Street Reform and Consumer Protection Act midsize investment advisory firms (firms with Assets Under Management between \$25 Million and \$99 Million) must change their primary regulatory authority from the United States Securities and Exchange Commission to the individual states in which they do business. Due to this regulatory change KFG is now filing for registration with the Indiana Securities Division, the Michigan Office of Financial and Insurance Regulation, and the Texas State Securities Board. The substantive changes for our Disclosure Brochure dated January 2012 are related to this change from SEC to state registration and to update our reported amount of assets under management at Item 4. You will note that Item 4 now states that our firm's registration is with the Indiana Securities Division, the Michigan Office of Financial and Insurance Regulation, and the Texas State Securities Board instead of indicating registration with the U.S. Securities and Exchange Commission. In addition, we have added Item 19, which requires disclosures that are unique to state registered investment advisers. In February 2012, we made minor updates to the Item 4 language in response to review comments from the State of Texas.

We will ensure that you receive a summary of any material changes to this and subsequent Disclosure Brochures within 120 days after our fiscal year ends. Our fiscal year ends on December 31 so you will receive the summary of material changes no later than April 30 each year. At that time we will also offer or provide a copy of the most current Disclosure Brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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#### **Item 4 – Advisory Business**

KFG is an investment advisor registered with the states of Indiana, Michigan, and Texas and is a Limited Liability Company formed under the laws of the State of Indiana.

- KFG Wealth Management, LLC is owned by Korhorn Financial Group, Inc. Korhorn Financial Group, Inc. is owned by Kevin Korhorn.
- KFG Wealth Management, LLC has been registered as an investment advisor since April 2007. Prior to the firm's registration directly with various states, the firm was registered with the SEC.

#### ***General Description of Primary Advisory Services***

KFG Wealth Management, LLC (KFG) offers advisory services in the form of financial planning, estate planning, asset management and referrals to third party money managers. Clients should carefully examine the various programs available and the fee structures of those programs. The investment advisor representatives of KFG are referred to herein as associated persons. A detailed description of KFG's advisory services is provided in *Item 5 – Fees and Compensation* so that clients and prospective clients can review the description of services and description of fees in a side-by-side manner.

#### ***Limits Advice to Certain Types of Investments***

KFG provides investment advice on the following types of investments:

- No-Load (i.e. no trading fee) and Load-Waived (i.e. trading fee waived) Mutual Fund Shares
- Exchange-listed securities (i.e. stocks)
- Securities traded over-the-counter (i.e. stocks)
- Fixed income securities (i.e. bonds)
- Closed-End Funds and Exchange Traded Funds (ETFs)
- Corporate debt securities (other than commercial paper)
- Certificates of deposit
- Municipal securities
- Variable life insurance
- Variable annuities
- United States government securities
- Options contracts on securities
- Interests in partnerships investing in real estate and oil and gas interests
- Real Estate Investment Trusts (REITs)

KFG does not provide advice on foreign issues, warrants, commercial paper, options contracts on commodities, futures contracts on tangibles or intangibles, or hedge funds and other types of private (i.e. non-registered) securities.

When providing asset management services, KFG typically constructs each client's account holdings using mutual funds and exchange traded funds (ETFs) to build diversified portfolios. KFG also believes in diversification of investment philosophy. We use three distinct portfolio strategies for our clients. We employ a Strategic model, using fundamental analysis and asset allocation that is rebalanced quarterly. We also have a dynamic strategy that utilizes fundamental and technical analysis and which also utilizes

Virtual Portfolio Management to provide trend and momentum analysis to take a defensive cash position if deemed necessary. We also have a tactical approach that uses similar fundamental and technical analysis.

It is not KFG's typical investment strategy to attempt to time the market but we may increase cash holdings, as prescribed through Virtual Portfolio Management, as deemed appropriate, based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations. *(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)*

### ***Participation in Wrap Fee Programs***

KFG offer services through both wrap fee programs and non wrap fee programs. A wrap fee program is defined as any advisory program under which a specified fee or fees not based directly upon transactions in a client's account is charged for investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and the execution of client transactions. There is no difference in how KFG manages wrap fee and non wrap fee accounts. Whenever a fee is charged to a client for services described in this brochure (whether wrap fee or non wrap fee), we will receive all or a portion of the fee charged.

### ***Tailor Advisory Services to Individual Needs of Clients***

KFG's services are always provided based on the individual needs of each client. This means, for example, that you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with each client on a one-on-one basis through interviews and questionnaires to determine the client's investment objectives and suitability information.

### ***Client Assets Managed by KFG***

The amount of clients assets managed by KFG totaled \$75,469,463 as of December 31, 2011. All of these assets are managed on a discretionary basis and no assets are managed on a non-discretionary basis.

### **Item 5 – Fees and Compensation**

In addition to the information provide in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's advisory services along with descriptions of each service's fees and compensation arrangements.

### ***FINANCIAL PLANNING SERVICES***

KFG offers financial planning services in the form of a comprehensive financial plan or a single-needs analysis plan focusing on a specific area of concern to you. Financial planning services may include a general analysis of your estate, tax, retirement, and college planning needs and may include asset allocation services. KFG will gather financial information and history from you including, but not limited to retirement and financial goals, investment objectives, investment horizon, financial needs, cash flow analysis, cost of living needs, education needs, savings tendencies and other applicable financial

information required by KFG in order to provide the requested financial planning services. Based upon the information you have provided, KFG will prepare a written financial plan, analysis and/or recommendations targeted at addressing your needs. In addition to preparing a written financial plan, KFG will provide ongoing financial planning services for 12 months if you contract for a comprehensive plan. During your 12 month engagement that included a comprehensive financial plan, KFG will provide you with ongoing consultations, reviews, and monitoring of your investment accounts. In addition, you will be able to contact KFG's associated persons if you believe an update to your financial plan is needed due to life or financial changes.

Financial plans are based on your financial situation at the time the financial plans are prepared and are based on financial information disclosed by you to KFG. You are advised that certain assumptions may be made with respect to interest and inflation rates and we may use information based upon past trends and performance of the market and economy. However, past performance is not indicative of future performance. KFG cannot offer any guarantees or promises that your financial goals and objectives will be met. Further, you must continue to review any plan and update the plan based upon changes in your financial situation, goals, objectives or changes in the economy. If your financial situation or investment goals or objectives should change, you must notify KFG promptly. You are advised that advice or guidance on your insurance needs may be limited.

You are advised that fees for financial planning are strictly for financial planning services. Therefore, you may pay fees and/or commissions for additional services obtained such as asset management services or the purchase of securities or insurance products.

#### Fee Schedule

KFG offers comprehensive financial planning services for a fixed fee and offers single-needs analysis for an hourly fee. Fees are negotiable based on the services requested by you, the complexity of your situation, the amount of research required, staff time required to complete the requested services, and number of meetings held with you.

##### Fixed fee:

A fixed fee of up to \$35,000 will be charged if you contract for comprehensive financial planning services. No additional fees will be charged for ongoing financial planning when you contract for comprehensive financial planning services. All fees for financial planning services are negotiable and will be payable in arrears upon completion and presentation of the financial planning document. Based on your financial circumstances and the amount of the advisory fee, you can choose to pay the entire fee at the time the plan is presented to you or KFG may offer you the option to pay the advisory fee on a monthly or quarterly basis. The agreed upon fee will be due and payable to KFG as negotiated and agreed upon. If you pay on a monthly or quarterly basis, KFG will invoice you for the portion of the fee due for the monthly or quarterly billing period.

##### Hourly Fee:

A fee of \$50 - \$200 per hour will be charged if you contract for a single-needs analysis focusing on a specific area or areas of concern to you. Hourly fees are negotiable and will be billed in arrears upon completion of the services provided.

##### Termination:

Comprehensive and ongoing planning services remain in effect for a period of twelve months from the date the client agreement is signed. Single-needs analysis services terminate upon completion of the services. Either party may terminate services at any time by providing written notice to all appropriate

parties, and termination will be effective upon receipt of such notice. If the client agreement is terminated within five business days of being signed, services are terminated without penalty. After the initial five business days, if services are terminated prior to completion and presentation of the single-needs analysis or a comprehensive financial plan, no fees will be due. If you contract for comprehensive financial planning services and have arranged a fee payment schedule with KFG, fees will be due in full upon termination of services.

### eMoney Advisor

If you contract for a comprehensive financial plan and receive online financial planning services, you may also elect to utilize the services available through eMoney Advisor, an on-line database repository and application site. You can choose from a variety of programs available on the password protected site, including:

- Repository for scanned documents (e.g., financial plans, deeds, wills, trusts, insurance policies, etc.)
- Account aggregation (multiple custodian statements consolidated in one location with balance statements updated nightly)
- Personalized home page, profile grid and financial snapshots
- Interactive planning tools and simulations
- Multimedia planning tutorials
- Printable reports on financial status

If you are a new client and you elect to utilize this service, you may be charged a one-time \$250 aggregation fee that will be due and payable upon signing the agreement for services. Depending upon the eMoney Advisor programs selected by you, fees can range from \$250 to \$1,500 per year, payable semi-annually in advance upon receipt of a billing notice from KFG. All fees are negotiable at the sole discretion of the associated persons. In no event will you be charged more than \$500 more than six months in advance.

Either party may terminate the eMoney Advisor services by submitting written notice to all appropriate parties. If services are terminated within five business days of executing the client agreement, services will be terminated without penalty. As eMoney Advisor services are licensed subscriptions, no fees will be refunded after the initial five business day period if the eMoney Advisor services are terminated.

## ***ESTATE PLANNING SERVICES***

If it is determined that you are in need of estate planning services, KFG's associated persons may recommend the assistance of unaffiliated law firms to help you with establishing an estate plan. Upon establishing the estate plan, the law firm will contact KFG to provide instructions on any account updates, reallocation of assets, titling or retitling of assets and changes to beneficiaries, if required. KFG will also assist you with the paperwork needed to implement the estate plan.

### Fixed Fee:

A non-negotiable fixed fee of \$75 to \$2500 will be charged to you if you contract for estate planning services. Fees are determined based upon the level and complexity of the services to be provided. Prior to services being provided, you will be given the exact amount of the fee due. Fees for KFG's services are due in arrears. After services have been completed, KFG will invoice you for the fee due. Payment



is due within 30 days after receipt of the invoice. The law firm will bill you directly for legal services provided. No solicitor or referral fees are paid to KFG or the law firm for services rendered.

Termination:

Estate planning services terminate upon completion of the requested services. Either party may terminate services at any time by providing written notice to all appropriate parties, and termination will be effective upon receipt of such notice. If services are terminated within five business days of the client agreement being signed, services will be terminated without penalty. After the initial five business days have passed, a prorated fee may be charged for time and effort expended by KFG.

## ***ASSET MANAGEMENT SERVICES***

### SEI Asset Management Program

The SEI Asset Management Program (SEI Program) is an institutional asset allocation program that KFG uses in the management of your account assets. KFG's associated persons assist you in establishing an SEI Program Account (the Account) at SEI Trust Company (SEI). All transactions in your account will be processed and cleared through SEI. The SEI Program uses asset allocation portfolios developed by SEI Investments. The portfolios consist of SEI Family of Institutional Mutual Funds (Mutual Funds) and other securities approved by SEI to be held in an account. The Associated Persons provide SEI with the asset allocation policy (Asset Allocation Policy) that you select for the Account. The associated persons direct SEI to reallocate your investments in accordance with your Asset Allocation Policy. In addition, the associated persons direct SEI to rebalance the investments within your Account at least quarterly so that the market value of the shares of each mutual fund held in your account is the same percentage of the total market value of your Account as required by your Asset Allocation Policy. SEI holds custody of all SEI Program client Account assets.

SEI Program management fees (Management Fees) are payable quarterly, in arrears, based on assets under management at the end of the quarter. Management Fees are automatically deducted from your Account. Each quarter SEI will send you an account statement that will include a Management Fee Notification, which will show the computed fee, any adjustments to the fee, an explanation of any adjustment and the net Management Fee to be deducted later in the period from the Account. Management Fees are paid to KFG or the Associated Persons. Up to 5% of the Management Fees may be paid to Securities America Advisors, Inc. (SAA), a registered investment advisor, for marketing and administrative services SAA provides to KFG. You may terminate the SEI Program Account at any time by notifying KFG. Termination will be effective upon receipt of such notice. If services are terminated within five business days of executing the client agreement, services will be terminated without penalty. After the initial five business days, you may be responsible for payment of fees for the number of days that services were provided by KFG prior to receipt of the notice of termination.

The maximum total Management Fee charged to you will not exceed 1.75% annually of the value of assets under management. KFG's portion of the total fee is typically 1% of the value of the assets under management but may vary based upon the client's total amount of assets under management by KFG and the client's relationship with KFG (for example, KFG's associated persons or employees may pay a reduced management fee to KFG). The exact fee and/or fee schedule for you will be disclosed in SEI's client agreement. SEI may charge a separate custodial fee for the custody services it provides to your account. Mutual funds held in your account pay their own advisory fees and other expenses, which are described in each mutual fund's prospectus. These fees and expenses are separate from the Management Fee.

### Financial Advisors Program

KFG offers investment management services, which includes giving continuous advice to you based on your individual needs, through SAA's Financial Advisors Program (FAP). SAA is an investment advisor registered with the Securities and Exchange Commission. SAA's FAP Program is a wrap-fee program providing investment advisory services and execution of your transactions for which the specified fee (or fees) is not based directly upon transactions in your account. Under FAP, KFG will assist you in establishing an FAP Account (the Account) with SAA. Securities America, Inc. (SAI), an affiliated broker/dealer of SAA, will process all brokerage transactions in the Account. The brokerage transactions will then be cleared through National Financial Services, LLC (NFS) pursuant to a clearing arrangement established by SAI with NFS. SAA has also entered into agreements with various insurance companies that allow for the management and valuation of client variable annuity accounts within SAA's FAP. NFS, insurance companies or other custodians will maintain custody of all funds and securities. At no time will SAA, SAI, KFG or its associated persons act as custodian of the Account or have direct access to your funds and/or securities.

The annual management fees charged for this service will be negotiated with you, with 3% being the maximum management fee that may be charged to you, unless the Account only has mutual funds and then the maximum will be 2.25 %. SAA retains up to 20 basis points (.20%) of the annual management fee for FAP Accounts. The remainder of the fee charged to you is paid to KFG. KFG's portion of the total fee is typically 1% of the value of the assets under management but may vary based upon the client's total amount of assets under management by KFG and the client's relationship with KFG (for example, KFG's associated persons or employees may pay a reduced management fee to KFG). SAA is responsible for collecting all fees paid by you through FAP and journals KFG's portion of the advisory fee to KFG. This maximum fee is in excess of the industry norm and similar advisory services can be obtained for less.

KFG may invest a portion of your assets in mutual funds, exchange traded funds (ETFs) or variable annuities and charge an investment management fee on your assets invested in those securities. Therefore, you may pay two levels of fees for management of those assets: one directly to KFG and one indirectly to the managers of the mutual funds, ETFs or variable annuities held in your portfolios.

A complete description of FAP and related fees, charges, and termination procedures are described in SAA's FAP Form ADV Part 2A Disclosure Brochure Appendix (Wrap Fee Program Brochure) that will be given to you prior to or at the time an FAP Account is established.

### Fidelity Institutional Wealth Services

KFG offers asset management services, including giving investment advice to you based on your individual needs. KFG's associated persons will assist you in establishing an account with Fidelity Institutional Wealth Services (Fidelity). There is no minimum account value or deposit required to establish an account. Fidelity will maintain custody of all funds and securities. KFG and its associated persons will not at any time act as a custodian for any account and they will not have direct access to your funds and/or securities. The associated persons will also assist you in executing transactions in the account.

Management services for Fidelity accounts are provided on a discretionary basis only. KFG's associated persons will limit their discretionary authority by prohibiting themselves from withdrawing funds and/or securities from client accounts except when written authorization has been provided to have fees

automatically deducted from your account and paid directly to KFG. You may place reasonable restrictions and investment guidelines on transactions in certain types of investments or industries.

KFG will manage your assets for an annual fee based on a percentage of the assets under management. Management fees will be charged monthly in arrears and based on the average daily balance of the account assets managed for the previous month. Fees for an account opened mid-month will be prorated from the date the account is opened. The annual management fee charged for this service will be as follows:

<u>Account Value</u>	<u>Annual Fee</u>
Up to \$2,000,000	1.25%
\$2,000,001 to \$5,000,000	0.80%
\$5,000,001 and above	0.60%

The above fee schedule is negotiable based upon the complexity of the management services provided to your account at the sole discretion of the associated persons. At the sole discretion of KFG's associated persons, related accounts may be bundled together to achieve a lower tier level of fees. The exact fee that will be charged to you will be fully disclosed in the client agreement executed between you and KFG.

Management fees will be automatically deducted from the account, and you will be required to provide written authorization to the custodian to have fees automatically deducted and paid to KFG. Shortly before or at the same time KFG notifies the custodian of the advisory fees to be deducted from the account, KFG will also provide you with a fee notification statement. This fee notification statement will show the average daily balance of your account, the amount of fees to be charged, the manner in which the fees were calculated, any adjustment to the fees and explanations of any adjustments. You are responsible for verifying the accuracy of the fee calculations; Fidelity will not determine whether or not the fee is properly calculated.

There are no commissions charged for transactions. However, Fidelity may charge transaction fees to you. Fees and charges will be noted on your statements and confirmations. You may also incur certain charges imposed by other third parties in connection with investments made through the account. These charges can include, but are not limited to, mutual funds sales loads, 12(b)-1 fees and surrender charges, variable annuity commissions and surrender charges, and IRA and Qualified Retirement Plan fees. KFG may invest a portion of your assets in mutual funds, exchange traded funds (ETFs) or variable annuities and charge an investment management fee on your assets invested in those securities. Therefore, you may pay two levels of fees for management of those assets: one directly to KFG and one indirectly to the managers of the mutual funds, ETFs or variable annuities held in your portfolios.

In their capacities as registered representatives, the associated persons may retain a portion of the mutual fund sales loads and variable annuity commissions. Management fees charged in the account are separate and distinct from the fees and expenses charged by mutual funds and variable annuities which may be recommended to you. A description of these fees and expenses are available in each fund and annuity's prospectus.

Either party may terminate the agreement for management services by providing oral notice (with follow-up written confirmation) to the other party. Termination will be effective immediately upon receipt. If services are terminated within five business days of signing the client agreement, services will be

terminated without penalty. After the initial five business days, fees will be charged on a prorated basis and KFG will provide you with a statement detailing the prorated charges.

### **GENERAL**

Advice offered by KFG's associated persons may involve investment in mutual funds. Mutual funds may carry loads (i.e., sales charges) that may be up front or on a contingent deferred basis or be no-loads with no initial or contingent deferred sales charges. You are advised that associated persons are registered representatives of SAI, a registered broker/dealer and member FINRA/SIPC. Therefore, associated persons have a conflict of interest in recommending mutual funds that carry a load if you choose to implement transactions through the associated persons in their separate capacities as registered representatives since such mutual funds will pay the registered representatives a commission.

A conflict of interest may exist between the interests of KFG and/or its associated persons and the interests of you in that KFG and its associated persons offer financial planning and investment advisory services for a fee and also offer various securities products for which the associated persons may be paid a commission in their separate capacities as registered representatives. The securities products available through KFG may be limited to certain products that have been reviewed and made available for offering through the broker/dealer with which associated persons are registered representatives.

Lower fees for comparable services may be available from other sources. Material conflicts of interest have been disclosed to you in writing via this Form ADV Part 2 that could cause KFG or its associated persons to not render unbiased and objective advice. KFG does not maintain custody of your funds or securities.

You are advised that the advisory services, investment recommendations and advice offered by KFG is not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. You are advised that it is necessary to inform KFG promptly of any changes in your financial situation or to your investment goals and objectives. Failure to notify KFG of any such changes could result in investment recommendations not meeting your needs.

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

Item 6 of the Form ADV Part 2 instructions is not applicable to this Disclosure Brochure because KFG does not charge or accept performance-based fees. Performance-based fees are fees based on a share of capital gains on or capital appreciation of the assets held within a client's account.

### **Item 7 – Types of Clients**

KFG generally provides investment advice to the following types of clients:

- Individuals
- High-Net Worth Individuals
- Trusts, estates, or charitable organizations

### ***Minimum Investment Amounts Required***

A minimum fee of \$50 will be charged if you contract for a single-needs analysis at an hourly rate.

The minimum investment required for the SEI Program is \$100,000.

SAA's recommended minimum investment amount for establishing and maintaining an FAP Account is \$25,000. Exceptions may be granted to these minimums upon request.

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

### ***Methods of Analysis***

KFG uses the following methods of analysis in formulating investment advice:

**Fundamental.** A method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

**Technical.** A method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

**Quantitative and Qualitative.** A [financial analysis](#) technique that seeks to understand behavior by using complex mathematical and statistical modeling, measurement and research. By assigning a numerical value to variables, quantitative analysts try to replicate reality mathematically. Qualitative Analysis is analysis that uses subjective judgment based on non-quantifiable information, such as management expertise, industry cycles, strength of research and development, and labor relations. Qualitative analysis is different than quantitative analysis, which focuses on numbers. The two techniques, however, will often be used together.

### ***Investment Strategies***

KFG uses the following investment strategies when managing client assets and/or providing investment advice:

**Long term purchases.** Investments held at least a year.

**Short term purchases.** Investments sold within a year.

**Option writing including covered options, uncovered options, or spreading strategies.** Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

KFG Strategic Model Portfolio. This is an asset allocation strategy using analysis tools to construct the portfolio. The portfolio can be built using no-load mutual funds, exchange traded funds, or stocks. These portfolios are re-balanced quarterly.

KFG Dynamic and Tactical Model Portfolio. These are asset allocation strategies that use analysis tools as well as third party software (Virtual Portfolio Management). These portfolios can be built with mutual funds, exchange traded funds, or stocks and is traded on a discretionary basis when signals are received from VPM regarding market trends.

### ***Use of Primary Method of Analysis or Strategy***

KFG primarily uses fundamental and technical analysis. Some of the risks involved with using these methods of analysis include market risk, management risk, ETF and Mutual Fund Risk. These risks are described below.

KFG may frequently trade exchange traded funds, in accordance with our analysis. The frequent trading may have a positive or negative impact on investment performance. Performance from active trading can be lowered due to an increase in brokerage and other transaction costs.

### ***Risk of Loss***

KFG does not represent, warranty or imply that the services or methods of analysis used by it can or will predict future results, successfully identify market tops or bottoms or insulate you from losses due to major market corrections or crashes.

No guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by KFG will provide a better return than other investment strategies.

Varied fluctuations in the price of investments are a normal characteristic of securities markets due to a variety of influences. Managed account programs should be considered a long-term investment and thus long-term performance and performance consistency are the major goals.

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities through our investment management program.

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market

confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.

- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in a an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. Clients will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

#### **Item 9 – Disciplinary Information**

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

Kevin Korhorn has not been involved in an arbitration award or otherwise found liable in an arbitration claim, civil, self-regulatory organization, or administrative proceeding.

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

KFG is **not** and does **not** have a related company that is a (1) broker/dealer, municipal securities dealer, government securities dealer or broker, (2) investment company or other pooled investment vehicle

(including a mutual fund, closed-end investment company, unit investment trust, private investment company or “hedge fund,” and offshore fund), (3) other investment adviser or financial planner, (4) futures commission merchant, commodity pool operator, or commodity trading advisor, (5) banking or thrift institution, (6) lawyer or law firm, (7) pension consultant, (8) real estate broker or dealer, or (9) sponsor or syndicator of limited partnerships.

### ***Other Business Activities***

KFG is affiliated with KFG Tax and Business Services, LLC (KFG Tax). Both KFG Wealth Management, LLC and KFG Tax and Business Services, LLC are wholly owned by Korhorn Financial Group, Inc. Kevin S. Korhorn, is the sole owner of Korhorn Financial Group, Inc. If you need assistance with tax preparation and/or bookkeeping services, you will be referred to KFG Tax but you are not obligated to use its services. If you elect to utilize the services of KFG Tax, fees charged for its services will be separate from the fees charged by KFG for advisory services. There is no fee sharing arrangement between KFG Wealth Management, LLC and KFG Tax for client referrals, although Kevin S. Korhorn may benefit from such referrals due to his ownership of Korhorn Financial Group, Inc.

If you need accounting services, associated persons of KFG Wealth Management, LLC may also refer you to Granger Tax & Accounting, LLC (Granger). You are advised that fees for accounting services are in addition to, and separate from, fees paid for advisory services. You will receive a billing notice from Granger. There is no fee sharing arrangement between KFG and Granger. You are not obligated to use the services of Granger.

KFG is affiliated with KFG Insurance Agency, LLC (KFG Insurance). Both entities are wholly owned by Korhorn Financial Group, Inc. Kevin S. Korhorn is the sole owner of Korhorn Financial Group, Inc. Therefore, Kevin S. Korhorn could benefit if you elect to purchase insurance products through KFG Insurance. You are not obligated to purchase insurance products through KFG Insurance, but may select any insurance agency or broker you wish.

Some of KFG’s associated persons are also independently licensed to sell insurance products through various insurance companies. When acting in this capacity, they may earn commissions on the insurance products sold.

### **Other Business and Financial Industry Affiliations**

Although KFG’s primary activity is providing investment advice to clients, its associated persons are engaged in professions other than providing advisory services. As registered representatives and independently licensed insurance agents they may sell securities and insurance products to any client for commissions. You are under no obligation to purchase or sell securities or insurance products through the associated persons in these separate capacities. However, if you choose to implement the plan, the associated persons may earn commissions in addition to any fees paid for advisory services. Any commissions earned by the associated persons in their separate capacities as registered representatives or insurance agents are in addition to any advisory fees charged to you. You are not obligated to purchase securities or insurance products through the associated persons in these separate capacities. The associated persons spend approximately 50% of their time on securities and insurance matters.

KFG may use the services of SAA, a registered investment advisor, through its FAP when managing assets and, when doing so, SAA will receive a portion of the fees.



If it is determined that you need assistance with preparation of an estate plan, KFG's associated persons may recommend the assistance of unaffiliated law firms for these services. You are not obligated to use the services of recommended law firms. However, if you choose to work with a recommended law firm, you will pay fees for legal services directly to the law firm. Fees for KFG's services will be paid directly to KFG. No solicitor or referral fees are paid to KFG and/or recommended law firms for the referral of a client to a law firm.

### ***Third-Party Money Managers***

As described in *Item 4 – Advisory Business* and *Item 5 – Fees and Compensation*, KFG has formed relationships with independent, third-party money managers.

KFG may recommend clients work directly with third-party money managers. When KFG refers clients to a third party money manager, KFG will receive a portion of the fee charged by the third party money manager. Therefore, we have a conflict of interest in that KFG will only recommend third party money managers that will agree to compensate KFG by paying KFG a portion of the fees billed to your account managed by the third party money manager.

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

### ***Code of Ethics Summary***

According to the *Investment Advisers Act of 1940*, an investment advisor is considered a fiduciary. As a fiduciary, it is an investment advisor's responsibility to provide fair and full disclosure of all material facts. In addition, an investment advisor has a duty of utmost good faith to act solely in your interest. KFG and its associated persons have a fiduciary duty to all clients. KFG has established a Code of Ethics which all associated persons must read. They must then execute an acknowledgment agreeing that they understand and agree to comply with KFG's Code of Ethics. The fiduciary duty of KFG and its associated persons to clients is considered the core underlying principle for KFG's Code of Ethics and represents the expected basis for all associated persons' dealings with you. KFG has the responsibility to make sure that your interests are placed ahead of its or its associated persons' own investment interests. All associated persons will conduct business in an honest, ethical and fair manner. Associated persons will comply with all federal and state securities laws at all times. Full disclosure of all material facts and potential conflicts of interest will be provided to you prior to services being conducted. All associated persons have a responsibility to avoid circumstances that might negatively affect or appear to affect their duty of complete loyalty to you. This section is only intended to provide you with a summary description of KFG's Code of Ethics. If you wish to review KFG's Code of Ethics in its entirety, a copy may be requested from any of KFG's associated persons. A copy will be provided to you within five business days of KFG's receipt of your request.

### ***Affiliate and Employee Personal Securities Transactions Disclosure***

KFG and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, KFG or its associated persons may have an interest or position in certain securities that are also recommended to, bought for or sold to you. KFG is and will continue to be in compliance with *The Insider Trading and Securities Fraud Enforcement Act of 1988*. Associated persons will not put their interests before your interests. Associated persons may not trade ahead of you or trade in such a way to obtain a better price for their accounts than for you. KFG maintains a list of all securities holdings for its associated persons. Further, associated persons are prohibited from trading on non-public information or

sharing such information. You have the right to decline any investment recommendation. KFG and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable federal and state securities regulations.

## **Item 12 – Brokerage Practices**

Clients are under no obligation to act on the financial planning recommendations of KFG. If KFG assists in the implementation of any financial planning recommendations, we are responsible to ensure that the client receives the best execution possible.

Upon receiving written authorization from you, KFG may manage your assets in the Fidelity, FAP, and SEI Program on a limited discretionary basis. When KFG manages your assets, KFG's discretionary authority is limited in that KFG will not have the authority to withdraw funds and/or securities from your accounts except when written authorization has been provided to have fees automatically deducted from your account and paid directly to KFG. In SEI accounts, discretionary authority will be limited to purchases and sales of no-load mutual funds except when other types of securities are transferred into the SEI Program account in kind, in which case said securities will be sold and the proceeds reinvested into no-load mutual funds.

KFG's associated persons are registered representatives of SAI, a full service broker/dealer, member FINRA/SIPC. When placing securities transactions through SAI in their capacity as registered representatives, they may earn sales commissions.

You are not obligated to use SAI as your broker/dealer and are free to use the broker/dealer of your choice. However, if you wish to have KFG's associated persons implement the advice in their separate capacities as registered representatives, then SAI will be used as the broker/dealer. SAI has a wide range of approved securities products for which it performs due diligence. SAI's registered representatives are required to adhere to these products when implementing securities transactions through SAI. The only exception to using SAI is for those accounts managed through the Fidelity Institutional Wealth Services asset management program.

Commissions charged for these implemented securities transactions may be higher or lower than commissions you may be able to obtain if transactions were implemented through another broker/dealer. Additionally, you may be assessed transaction fees charged by custodians and/or product sponsors in addition to commissions paid to registered representatives. These fees and expenses are separate and distinct from financial planning fees charged by KFG's associated persons.

As registered representatives, KFG's associated persons may receive trail commissions (i.e., 12b-1 fees) for a period of time. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as 12b-1 fees. These 12b-1 fees come from fund assets and, therefore, indirectly from your assets. These fees and expenses will be fully explained in the fund's prospectus. The 12b-1 fees may be initially paid to SAI and a portion passed to the registered representatives. Receipt of such fees could represent an incentive for associated persons to recommend funds with 12b-1 fees over funds that have no fees or lower fees. As a result, there is a potential conflict of interest. Associated persons may receive such benefits, such as assistance with conferences and educational meetings by product sponsors assisting with the costs of such events.

KFG from time to time may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made.

### ***Handling Trade Errors***

KFG has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of KFG to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and any loss resulting from the trade error will be absorbed by KFG if the error was caused by the firm. If the error is caused by the broker-dealer, the broker-dealer will be responsible for handling the trade error. If an investment gain results from the correcting trade, the gain will remain in the client's account unless the same error involved other client account(s) that should also receive the gains and it is not permissible for all clients to retain the gain. KFG may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons).

KFG will never benefit or profit from trade errors.

### ***Block Trading Policy***

Transactions implemented by KFG for client accounts are generally effected independently, unless KFG decides to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by KFG when KFG believes such action may prove advantageous to clients. When KFG aggregates client orders, the allocation of securities among client accounts will be done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among our firm's clients in proportion to the purchase and sale orders placed for each client account on any given day. When KFG determines to aggregate client orders for the purchase or sale of securities, including securities in which KFG may invest, we will do so in accordance with the parameters set forth in the SEC No-Action Letter, *SMC Capital, Inc.* It should be noted, KFG does not receive any additional compensation or remuneration as a result of aggregation.

## **Item 13 – Review of Accounts**

### ***Account Reviews and Reviewers***

KFG suggests that financial planning clients have their financial plan reviewed and updated as needed at least annually. You may request more frequent reviews and may set thresholds for triggering events that

would cause a review to take place. If you contract for comprehensive financial planning services, you will receive updates for one year with no additional charges. If you have not contracted for comprehensive financial planning services, you may be charged an advisory fee for additional updates. Generally, KFG's associated persons will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections.

Accounts managed at SEI are rebalanced at least quarterly. FAP and Fidelity Institutional Wealth Services accounts are reviewed at least quarterly. Accounts at third party money managers are reviewed when KFG receives statements from the managers, usually quarterly. You are advised that you should notify the associated persons promptly of any changes to your financial goals, objectives or financial situation as such changes may require the associated persons to review your portfolio and make recommendations for changes.

### ***Statements and Reports***

You will receive account statements at least quarterly from the account custodian. You will be provided with confirmations from the account custodian for each securities transaction executed in your individual account.

If you participate in the SEI Program, you will receive monthly or quarterly account statements, transaction ledgers and reports showing the investment performance of your account from SEI.

If you participate in FAP, you receive quarterly reports showing the investment performance of your accounts from SAA.

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

KFG has established relationships with other, non-affiliated investment advisors through which it will act as a solicitor referring clients to the other investment advisors' management programs. When soliciting for money managers, KFG will receive a portion of the fees paid to the money manager.

KFG may use the advisory, administrative and marketing services of SAA and SEI, registered investment advisors, when managing client assets in the SEI Program. When doing so, SAA will receive a portion of the fees charged to the client.

### **Item 15 – Custody**

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented.

KFG is deemed to have custody of client funds and securities whenever KFG is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody KFG will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which KFG is deemed to have custody, the firm has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from KFG. When clients have questions about their account statements, they should contact KFG or the qualified custodian preparing the statement.

When fees are deducted from an account, KFG is responsible for calculating the fee and delivering instructions to the custodian. At the same time KFG instructs the custodian to deduct fees from your account, KFG will send you an invoice itemizing KFG's advisory fee. Such itemization will include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

### **Item 16 – Investment Discretion**

Through its asset management services and upon receiving written authorization from a client, KFG will maintain trading authorization over client accounts. Upon receiving written authorization from the client, KFG may implement trades on a **discretionary** basis. When discretionary authority is granted, KFG will have the authority to determine the type of securities, the amount of securities that can be bought or sold, and the commission rates paid for the client's portfolio without obtaining the client's consent for each transaction.

If you have granted trading authorization on a **non-discretionary** basis, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, KFG will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, if we are not able to reach you or you are slow to respond to our request, there may be an adverse impact on the timing of trade implementations for your account(s) and we may not achieve the optimal trading price.

All clients have the ability to place reasonable restrictions on the types of investments that may be purchased in an account. Clients may also place reasonable limitations on the discretionary power granted to KFG so long as the limitations are specifically set forth or included as an attachment to the client agreement.

### **Item 17 – Voting Client Securities**

KFG will not perform proxy voting services on your behalf. No assistance or guidance will be offered by KFG when it comes to proxy voting for or against a proposed action. You are encouraged to read any recommendation related to a particular proxy vote and come to your own conclusion.

## **Item 18 – Financial Information**

This Item 18 is not applicable to this Disclosure Brochure. KFG does not require or solicit prepayment of more than \$1200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, KFG has not been the subject of a bankruptcy petition at any time (*Please refer to Information Required by Part 2B of Form ADV: Brochure Supplement for more information*).

## **Item 19 – Requirements for State-Registered Advisers**

### ***Executive Officer and Management Personnel***

#### **Kevin Korhorn (CEO, OSJ)**

##### *Educational Background:*

- Bachelor's of Science in Business Administration, Central Michigan University, Mount Pleasant, MI

##### *Business Experience:*

- KFG Wealth Management, LLC – President, Treasurer & Secretary – 12/2006 to Present; Chief Compliance Officer – 1/2007 to Present; Investment Advisor Representative - 1/2007 to Present;
- KFG Insurance Agency, LLC – Insurance Agent – 1/2007 to Present;
- Korhorn Financial Group, Inc. – Owner, President, Treasurer & Secretary – 9/2002 to Present; Insurance Agent – 9/2002 to 12/2006; Investment Advisor Representative – 3/2004 to 1/2007; Chief Compliance Officer – 9/2002 to 12/2006;
- Securities America, Inc. – Registered Representative – 2/2002 to Present;
- IDS Life Insurance Company – Agent – 2/1994 to 12/2005;
- American Express Financial Advisors, Inc. – Representative – 2/1994 to 12/2005;
- Securities America Advisors, Inc. – Investment Advisor Representative – 2/2002 to 5/2004

#### **Joshua Gregory (Executive Team, KFG Wealth Management Team Leader)**

##### *Educational Background:*

- Bachelors of Arts in Business Administration, Bethel College, Mishawaka, IN

##### *Business Background:*

- KFG Wealth Management, LLC – Investment Advisor Representative – 1/2007 to Present;
- KFG Insurance Agency, LLC – Insurance Agent – 1/2007 to Present;
- Korhorn Financial Group, Inc. – Insurance Agent – 9/2002 to 1/2007; Investment Advisor Representative – 3/2004 to 1/2007;
- Securities America, Inc. – Registered Representative – 1/2002 to Present;
- Securities American Advisors, Inc. Investment Advisor Representative – 2/2002 to 5/2004;
- Korhorn & Associates – Financial Advisor – 5/2001 to 1/2002;
- IDS Life Insurance Company – Agent – 7/2001 to 1/2001;
- American Express Financial Advisors, Inc. – Agent – 7/2001 to 1/2002;
- McKinley Terrance Garden Center – Assistant Manager – 7/1994 to 12/2000

## **Michael Bernard (Executive Team Member, KFG Insurance Team Leader)**

### *Educational Background:*

- Michigan State University, MI, attended from 1999 to 2000; no degree
- State University of New York, Geneseo, attended from 2000 to 2001; no degree
- Michigan State University, MI, attended from 2002 to 2004; obtained BA degree in Finance

### *Business Experience:*

- KFG Wealth Management, LLC – Investment Advisor Representative – 1/2007 to Present; Compliance Manager – 1/2007 to 12/2010
- Korhorn Financial Group, Inc. – Investment Advisor Representative – 1/2005 to 1/2007; Compliance Manager – 1/2006 to 1/2007
- Securities America, Inc. – Registered Representative – 8/2003 to Present
- Korhorn Financial Group, Inc. - Assistant - 5/2003 to 1/2005
- Securities America, Inc. – Office Assistant - 7/2003 to 8/2003
- Buffalo Wild Wings, restaurant – Cook, Bartender and Security 1/2002 to 5/2003
- Geneseo Intramural Sports Department, – Supervisor - 8/2001 to 12/2001
- State University of NY at Geneseo, – Student - 8/2000 to 12/2001
- Turcotte Hockey Schools – Hockey Instructor - 6/2001 to 8/2001
- Charlevoix Banquet Center – Server, Cook - 6/2000 to 8/2000
- Michigan State University – Student - 8/1999 to 5/2000

### ***Other Business Activities***

See Item 10 – Other Financial Industry Activities and Affiliations.

### ***No Performance Based Fees***

As previously disclosed in Item 6, KFG does not charge or accept performance-based fees.

### ***No Arbitrations***

KFG and its associated persons have not been involved in an award or otherwise been found liable in an arbitration claim alleging damages in excess of \$2,500. Additionally, they have not been involved in an award or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding and have not been the subject of a bankruptcy petition.

## **Item 20 - PRIVACY POLICY STATEMENT**

KFG is committed to safeguarding the confidential information of its clients. KFG holds all personal information provided to it in the strictest confidence. KFG's associated persons may also be registered representatives of SAI, a registered broker/dealer that is not affiliated with KFG. KFG may also have relationships with other non-affiliated registered investment advisors, such as SAA, an affiliate of SAI, insurance companies, trust companies, custodians and other financial institution entities. In some instances, the client may choose to have KFG consult with the client's own attorney, accountant or other outside party for the purpose of preparing necessary accounting or legal paperwork necessary for the implementation of the client's financial plan. In these instances, KFG will provide information to the client's attorney, accountant or other outside party in connection with the advisory services provided only when the client authorizes KFG to consult with such parties. Except as required or permitted by law or

when specifically directed by the client, KFG does not share confidential information about clients with non-affiliated third parties. In the unlikely event there were to be a change in this fundamental policy that would permit additional disclosures of the client's confidential information, KFG will provide written notice to clients, and clients will be given an opportunity to direct KFG as to whether such disclosure is permissible.

## AN IMPORTANT NOTICE CONCERNING CUSTOMER PRIVACY

**Customer Information Collected.** KFG collects and develops personal information about clients, and some of that information is non-public personal information (Customer Information). The essential purpose for collecting Customer Information is to provide and service the financial products and services clients obtain from KFG. The categories of Customer Information collected by KFG depend upon the scope of the engagement with KFG and are generally described below. As an investment advisor, KFG collects and develops Customer Information about clients in order to provide investment advisory services. Customer Information KFG collects includes:

- Information KFG receives from clients on financial inventories through consultations with KFG's Associated Persons. This Customer Information may include personal and household information such as income, spending habits, investment objectives, financial goals, statements of account and other records concerning client financial condition and assets, together with information concerning employee benefits and retirement plan interests, wills, trusts, mortgages and tax returns.
- Information developed as part of financial plans, analyses or investment advisory services.
- Information concerning investment advisory account transactions, such as wrap account transactions.
- Information about clients' financial products and services transactions with KFG.

**Data Security.** KFG restricts access to Customer Information to those associated persons and employees who need the information to perform their job responsibilities within their scope of employment with KFG. KFG maintains agreements, as well as physical, electronic and procedural securities measures, that comply with federal regulations to safeguard Customer Information about clients.

**Use and Disclosure of Customer Information to Provide Customer Service for Client Accounts.** To administer, manage and service client accounts, process transactions and provide related services for client accounts, it is necessary for KFG to provide access to Customer Information within KFG and to non-affiliated companies such as SAI, SAA, other investment advisors, other broker/dealers, trust companies, custodians, third-party service providers, and insurance companies. KFG may share Customer Information with KFG Insurance and with KFG Tax and Business Services. KFG Wealth Management, LLC (herein referred to as KFG), KFG Insurance, and KFG Tax and Business Services are all business entities wholly owned by Korhorn Financial Group, Inc. Kevin S. Korhorn, is the sole owner of Korhorn Financial Group, Inc. KFG may also provide Customer Information outside of KFG as permitted by law, such as to government entities, consumer reporting agencies or other third parties in response to subpoenas.

**Former Clients.** If clients close an account with KFG, it will continue to operate in accordance with the principles stated in the Notice.

**Requirements of Federal Law.** In November of 1999, Congress enacted the *Gramm-Leach-Bliley Act* (GLBA). The GLBA requires certain financial institutions, including broker/dealers and investment



advisors, to protect the privacy of Customer Information. To the extent a financial institution discloses Customer Information to non-affiliated third parties, other than as permitted or required by law, clients must be given the opportunity and means to opt out (or prevent) such disclosure. Please note that KFG does not disclose Customer Information to non-affiliated third parties, except as permitted or required by law (e.g., disclosures to service client account or to respond to subpoenas) or when directed by the client to disclose such information.