



**Intelligent  
Capitalworks**  
INVESTMENT ADVISORS

## Form ADV Part 2A Firm Brochure

This Brochure provides information about the qualifications and business practices of ICW Investment Advisors LLC [Intelligent Capitalworks]. If you have any questions about the contents of this Brochure, please contact Vincent Rossi at 480-951-2900 or vince.rossi@icwia.com.

Additional information about ICW Investment Advisors LLC is also available at the Securities and Exchange Commission's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov), or [www.intelligentcapitalworks.com](http://www.intelligentcapitalworks.com).

ICW Investment Advisors LLC is a registered investment advisor pursuant to the Investment Advisors Act of 1940. Our firm is registered with the Securities and Exchange Commission and is notice-filed in states where it is required to do so.

Registration of an Investment Advisor does not imply any level of skill or training. 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.

The oral and written communications of an Advisor provide you with information which you would use to determine whether to hire or retain an Advisor.

SEC File No. 801-64460 IARD No. 135081

**March 31, 2011**

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## 2. Material Changes

On July 28, 2010, the United State Securities and Exchange Commission published "Amendments to Form ADV," which amends the disclosure document that all advisors provide to clients as required by SEC Rules.

This Brochure dated March 31, 2011, is a new document we prepared according to the new requirements of the SEC Rules, so this document is materially different from our previous annual amendment to our Brochure.

In the past, we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. In accordance with the amended SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close our firm's fiscal year.

In the future, we will discuss specific material changes that we make to our Brochure here and provide you with a summary of the changes. We will also reference the date of our last update of our Brochure.

As necessary, we will also provide you with a new Brochure at any time without charge, based upon changes or new information.

Currently, you may request our Brochure by contacting Vincent Rossi, our President and Chief Compliance Officer at (480) 951-2900 or vince.rossi@icwia.com. Our Brochure is also available to you on our website [www.intelligentcapitalworks.com](http://www.intelligentcapitalworks.com).

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## **Your Engagement is Established**

Our scope of work and fiduciary responsibilities are defined in your Investment Management Agreement with us.



**Engagement**

## **Your Data is Gathered**

Your relevant information and documents are collected by us for study and analysis while your accounts are transferred to an independent custodian.



**Vision**

## **Your Strategies are Developed**

Liquidity, cash flow, purchasing power, relative and absolute capital growth strategies are created by us.



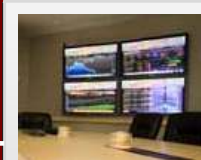
**Analysis**



**Strategy**

## **Your Strategies are Implemented**

Your accounts are invested and managed by us according to your investment plan.



**Implementation**



**Review**

# **Client Engagement Roadmap**

## **Your Vision is Clarified**

Your history and aspirations are established, and your goals and objectives are defined in meetings we have with you.

## **Your Studies and Analyses are Completed**

Your retirement income and capital growth needs, risk exposures and risk capacities are studied and analyzed by us.

## **Your Investment Strategies are Written**

Your strategies are then written, maintained and updated in your personal investment plan.

## **Your Investment Results Are Monitored**

Your progress is monitored by us and periodic reports are reviewed in meetings we have with you.

## 4. Advisory Business

### THE COMPANY.

ICW Investment Advisors LLC is a fee-only investment management firm located in Scottsdale, Arizona. Our firm has been registered as a registered investment adviser with the Securities and Exchange Commission since its inception in 2005. We are 100% employee owned and our president, Vincent Rossi, is the principal owner. Managing investments for individuals and providing them with retirement and financial planning advice has been our only business since we formed the firm.

We serve as a fiduciary to individual investors who entrust us to manage their assets. Our clients share similar investment objectives of seeking to earn sustainable long-term investment returns while endeavoring to enhance portfolio stability and control and reduce downside portfolio risk. We believe our success has something to do with the following qualities that our clients appreciate.

Our firm is a fee-only, independent investment management and retirement planning firm. We designed it to satisfy investors who want independent, intellectually honest and objective financial advice from accomplished, board-certified professionals, complemented with exceptional technology and attentive client services.

We are career advisory professionals in the allied disciplines of wealth management. We hold independent board certifications in our respective disciplines and complete continuing professional education programs at leading academic institutions and professional organizations.

We contribute critical thinking and unbiased interdisciplinary advice to help our clients meet their financial goals and objectives. As a fiduciary to each client, we honor our obligation and duty of loyalty to place each client's interests above our own.

Our core expertise is building and managing specialized investment portfolios for individuals who are counting on their investments to help replace their earned income and sustain them in retirement. We help individual investors create sustainable plans for retirement and disciplined investment management strategies appropriate for each retirement plan. Almost all of our revenue is derived from this activity.

We help each client determine what long-term rate of return is needed from an investment portfolio to meet targeted goals and objectives, and how much short-term negative portfolio volatility our client will likely need to endure through time, because positive investment returns materialize sporadically.

Then, we create and manage investment strategies that have higher expected returns within each client's specific dimensions of risk tolerance and risk capacity.

Our business goal is to help individuals plan, invest and manage their savings and wealth successfully. Our value proposition is to help investors create sustainable plans for retirement and disciplined investment management strategies appropriate for each retirement plan.

## SERVICES.

Our core expertise is building and managing investment portfolios to help replace your earned income and sustain you in retirement. We help you develop strategies for income and liquidity for your current needs, and growth to preserve your purchasing power and provide future income.

We create a roadmap for you.                      and                      We develop strategies for your:

- |                                   |  |
|-----------------------------------|--|
| • Define your goals               | • Liquidity needs                      |
| • Appraise your assets            | • Income needs                         |
| • Analyze your needs              | • Purchasing power protection needs    |
| • Provide you recommendations     | • Lower-risk conservative growth needs |
| • Implement execution             | • Higher-risk moderate growth needs    |
| • Monitor and track your progress |  |
| • Revise and refine along the way |  |

We then endeavor to build portfolios that exhibit the greater diversification benefits of better-balanced portfolio stability and reduced downside volatility while seeking the investment returns you require.

### Investment Management and Advisory Services.

Our core business is providing Discretionary Investment Management services. We will also provide you with Non-Discretionary Investment Advisory Services if we are providing you with Discretionary Investment Management Services (please refer to the discussion in Item 16, entitled "Investment Discretion").

### Planning and Consulting Services.

We may provide retirement income Planning Services to you if we are providing you with Discretionary Investment Management Services. We will offer these services to you for a separate professional fee.

We may also provide you with investment Consulting Services, which may include non-investment related matters, if we are providing you with Discretionary Investment Management Services. We will offer these services to you for a separate professional fee.

### Reliance Upon Information Provided By Others.

In performing all of our services to you, we shall not be required to verify any information we receive from you or your other professionals (e.g., attorney, accountant, etc.) and we are expressly authorized to rely on the veracity and accuracy of such information.

### Client Implementation Discretion for Planning/Consulting Clients.

Under each Planning and/or Consulting engagement, we may provide analysis and implementation recommendations to you. You may retain or delegate discretion over all such implementation decisions and you are free to accept or reject any of our recommendations. We will include your decision to retain or delegate discretion over implementation decisions in your Planning or Consulting Services agreement with us.

## **Conflict of Interest.**

We may recommend our own Discretionary Investment Management and/or Non-Discretionary Investment Advisory Services to you to implement our recommendations. We advise you that a conflict of interest exists when we recommend our own services because we would receive an additional fee[s] from you for our Discretionary Investment Management and/or Non- Discretionary Investment Advisory Services.

## **CLIENT AGREEMENTS.**

Prior to engaging us to provide any of our services, we require you to enter into one or more written agreements with us setting forth the scope of the engagement and the terms and conditions under which we shall render our services.

We negotiate each client agreement with you based upon the scope of the engagement you request and your requirements for our resources. Each agreement must be approved by the president of our firm.

## **Restrictions to All Agreements.**

Neither of us may assign any agreement without the written consent of the other party. Transactions that do not result in a change of actual control or management of our firm shall not be considered an assignment.

## **Your Five-Day Right to Rescind Agreements.**

We will provide you with a copy of this brochure and our privacy policy notice to you prior to or contemporaneously with our mutual execution of any agreement. If you have not received a copy of this brochure at least forty-eight (48) hours prior to executing any agreement, you will have five (5) business days subsequent to executing the agreement, to terminate our services without penalty.

## **Independent Managers and Separate Agreements.**

We may recommend that you engage other independent investment manager[s] based upon your stated investment objectives. The terms and conditions under which you would engage the independent managers will be set forth in separate written agreements between you and the independent managers we recommend.

We will continue to render investment advisory services to you relative to the ongoing monitoring and review of the account performance of any independent managers, for which we shall receive an annual investment advisory fee based upon a percentage of the market value of the assets being managed by the independent managers we recommended.

Factors that we may consider in recommending independent managers to you include the benefits of investment diversification, your stated investment objectives, the independent manager's management style, performance, reputation, financial strength, reporting, pricing, and research.

## ASSETS UNDER MANAGEMENT.

As of March 30, 2011, we provided Discretionary Investment Management Services, Non-Discretionary Investment Advisory Services and Consulting Services to client assets of approximately \$111,300,000.

We managed client assets of approximately \$105,000,000 on a discretionary basis. When we manage client accounts on a discretionary basis, clients provide us with the discretionary authority to determine what securities to purchase and sell, as well as the quantities and timing of such transactions.

We advised upon client assets of approximately \$4,000,000 on a non-discretionary basis. We generally will not advise accounts on a non-discretionary basis without related accounts for which we provide Discretionary Investment Management Services. We may make exceptions for accounts in existing client or other existing relationships.

We consulted upon client assets of approximately \$2,300,000. We generally will not consult on accounts without related accounts for which we provide Discretionary Investment Management Services. We may make exceptions for accounts in existing client or other existing relationships.

## 5. Fees and Compensation



Our fees are for services, such as Discretionary Investment Management, Non-Discretionary Investment Advisory, Retirement Planning and Consulting Services. We offer our services to you on a fee-only basis, negotiated with you based upon the specific dimensions of the services you request we provide to you. Under no circumstances will we require you to prepay us a fee more than 6 months in advance and in excess of \$500, as we will render all of our services to you within six months of the date of any such prepayment.

### INVESTMENT MANAGEMENT AND ADVISORY FEES.

Our annual fee for Discretionary Investment Management and Non-Discretionary Investment Advisory Services may be based upon either or both of the following:

- (1) a percentage of the market value of the assets we are managing or advising upon;
- (2) a fixed fee, as specified and agreed to in your agreement with us.

### Fee Schedule.

Our fees for Discretionary Investment Management and Non-Discretionary Investment Advisory Services generally vary between 0.50% and 2.50%. We determine them individually, depending upon the market value and the type of assets we are managing for you, the breadth and depth of services that you request from us and your requirements for our resources.



## How We are Paid.

We prorate our annual fee monthly and collect it in advance at the beginning of the month, based upon account values on the last trading day of the preceding month. It is our responsibility to calculate our fee and request remittance from an independent custodian when due (please refer to the discussion in Item 15, entitled "Custody"). We require you to authorize your independent custodian[s] to remit our investment management fees to us when due, as we request, in accordance with your agreement[s] with us.

If you receive Non-Discretionary Investment Advisory Services from us, we may require you to maintain and fund an account with an independent custodian and authorize the independent custodian to remit our investment advisory fees to us when due, as we may request, in accordance with your agreement with us.

## Independent Custodian Statements of Client Accounts.

The independent custodians we recommend to you have agreed to send a statement to you, at least quarterly, indicating all amounts they have disbursed from your account[s], including the amount of our management fees they remit to us. While we endeavor to accurately calculate our fees, it is your responsibility to verify the accuracy of our fee calculations and custodial remittances.

## Account Inception.

For the initial month of our Discretionary Investment Management and Non-Discretionary Investment Advisory Services, we will calculate our first month's fee on a pro rata basis from the date of your agreement[s] with us.

## Additions and Withdrawals of Assets from Accounts.

You may make additions to and withdrawals from your account[s] at any time, subject to our right to discontinue providing our services to you by terminating our agreement[s] with you. If you deposit assets into or withdraw assets from your account[s] after the inception of a month, we will not adjust nor pro rate your fee payable with respect to such deposits or withdrawals based on the number of days remaining in the month. You may withdraw funds and securities from your account[s] with notice to us, subject to the usual and customary securities settlement procedures.

## Termination of Agreements.

Your agreement[s] with us for Discretionary Investment Management and Non-Discretionary Investment Advisory Services will continue in effect until either of us receives written notice from the other to terminate our agreement[s], pursuant to the terms of our agreement[s]. We will pro rate our annual fee for each account through the date of account closing for each account at the independent custodian firm and we will promptly charge or refund any remaining investment management fee, as appropriate.

We charge \$100 per account to terminate an investment management or advisory agreement. We charge this fee for the administrative costs of closing your account and the future regulatory recordkeeping costs of your account with us.

If either of us terminates our agreement within five business days of the date of our agreement, we will refund all fees and charges we may have collected from you.

## **Our Investment Management and Advisory Fees Do Not Include.**

Our annual investment management and advisory fees are exclusive of, and in addition to any independent manager fees (discussed below) and brokerage commissions, transaction fees, regulatory fees, and other related costs and expenses which you may incur.

You may incur certain charges imposed by independent custodians and broker-dealers, such as custodial fees, charges imposed directly by a mutual fund, exchange-traded fund or within a variable annuity in the account (which shall be disclosed in the prospectus of the fund or variable annuity, and shall include, but are not limited to, fund management fees and other expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, you may incur brokerage commissions and transaction fees as discussed above. Such charges, fees and commissions are exclusive of and in addition to our investment management fee.

## **Independent Manager Fees.**

Any fees charged to you by independent investment managers unrelated to us (please refer to the discussion in Item 4, entitled "Advisory Business — Independent Managers and Separate Agreements"), together with the fees charged by the associated independent broker-dealer/custodian of your assets, may be exclusive of, and in addition to, our non-discretionary investment advisory fee discussed above. You may incur fees in addition to those charged by us, your independent investment managers, and the corresponding broker-dealer/independent custodian.

Billing practices of certain independent managers may differ from our billing practices. In such instances, we may alter our corresponding billing practices to accommodate those of your independent investment manager[s].

## **No Revenue Sharing with Independent Managers.**

If we refer you to an independent investment manager[s] and you engage them, we shall not receive additional compensation from the independent manager[s] for our referral to them.

## **Termination of Independent Manager Agreements.**

The terms and conditions for terminating independent investment manager[s] are contained in the separate investment management agreements between you and your independent manager[s].

## **No Commissions or Referral Fees.**

We shall not receive any portion of brokerage commissions, transaction fees, regulatory fees and other such related costs and expenses that you incur, nor any compensation, commissions or referral fees of any kind based upon or related to your purchase of investment or financial products.

## **PLANNING AND CONSULTING SERVICES FEES.**

Our fee for Planning Services or Consulting Services may be calculated as any combination of a fixed fee, an hourly fee or a percentage of the assets related to the services, as specified and agreed to in your agreement with us.

### **Planning Fee Schedule.**

We determine our planning fees individually according to the scope of each engagement and the depth of field required of the professionals rendering the services. Our minimum fee for specific point-in-time planning engagements is \$5,000. Our fee for continuous and ongoing planning engagements is \$1,250 per quarter, but may be higher in some cases.

### **Consulting Fee Schedule.**

We determine our consulting fees individually according to the scope of each engagement, the depth of field required of the professionals rendering the services and your need for firm resources.

### **How We are Paid.**

Generally, we estimate a fixed or hourly fee for a specific point-in-time planning or consulting engagement and we require one-half of the fee payable upon entering the agreement. The balance is generally due and payable upon delivery of the planning design documents or completion of the agreed-upon services for the project.

Our fees for continuous and ongoing planning and consulting services may be calculated as any combination of a fixed fee, an hourly fee or a percentage of the assets related to the services and may be billed and collected monthly or quarterly in advance, as specified in your agreement with us.

### **Termination of Planning and Consulting Services Agreements.**

Either of us may terminate our Planning or Consulting Services agreement by written notice to the other. In the event either of us terminates our Planning and/or Consulting Services agreement, we will refund the balance of our unearned fees to you (if any), less costs we incur, unless otherwise stated in the agreement you have with us.

We charge \$500 per engagement to terminate a point-in-time or continuous planning or consulting agreement, unless a higher amount is specified in your agreement with us.

## 6. Performance-Based Fees

We do not charge, nor accept, investment performance fees in our effort to eliminate the possible incentive and potential conflict of interest to favor accounts with investment performance fees over accounts without such fees.

## 7. Types of Clients

We provide our services primarily to high net worth investors for a variety of account types, including, but not limited to, individual accounts, personal trusts, family trusts, family partnerships, Individual Retirement Accounts (IRA), employer-sponsored defined-contribution retirement plans (401k), Simplified Employee Pensions (SEP), profit-sharing pension plans, defined-benefit pension plans, money-purchase pension plans, family foundations, donor-advised charitable trusts, and closely-held businesses.

### CONDITIONS FOR MAINTAINING ACCOUNTS.

As a condition for starting and maintaining an investment management relationship with us, we generally impose a minimum portfolio size of \$1,000,000 across one or more accounts.

We may, in our sole discretion, accept you as a client if your portfolio is less than \$1,000,000, based upon certain criteria. These include your anticipated future earning capacity, future additional assets you anticipate transferring to us under your agreement[s] with us, the dollar amount of assets you wish for us to manage, accounts related to you, the type and composition of your accounts, your relationship to an existing client relationship with us, our desire to retain your business, and our elective pro bono activities.

We will only accept your account[s] with less than our minimum portfolio size requirement, if in our sole opinion, the smaller portfolio size will not cause a substantial increase of your investment risk beyond your identified risk tolerance. We may aggregate the portfolios of your family members to meet our minimum portfolio size requirement.

We reserve the right to refuse to accept client engagements, proposed responsibilities or to resign from the management or advisement of any account or to resign from any planning or consulting engagement.

## 8. Methods of Analysis, Strategies and Risk of Loss

Every portfolio of investments has a purpose. We work with you to clarify the purpose[s] of the funds you wish for us to manage. Then we help translate those purposes into goals and objectives and determine what long-term rate of return is required from your investment portfolio to help you successfully achieve them. The bedrock of our investing approach is to help you meet your planned cash needs, achieve consistent asset growth, avoid unrewarded risks and control your attendant tax and investing costs.

### INVESTING INVOLVES RISK OF CAPITAL LOSS.

Investment returns come from the potential risk of capital loss. Gain is rarely accomplished without taking a chance, but not all risks carry a reliable reward. While we will construct your investment portfolio to help you earn the positive returns you seek by exploiting risks that are worth taking and avoiding those that are not, you should be prepared to bear the risk of capital loss.

### Risk and Risk Management.

There are many investment risks that you face and many different ways to think about them, classify them and endeavor to manage them. Generally, we may consider and evaluate nearly two dozen risks to you and your investment portfolios.

We identify and separate rewarded risks from unrewarded risks. Then we work to reduce or eliminate unrewarded risks in portfolio construction and implementation, and control rewarded risks within the specific dimensions of your risk tolerance and risk capacity. The conclusion then is that investment returns are derived from risks taken and risks avoided.

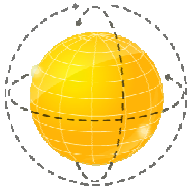
Throughout our engagement, we will endeavor to identify and help you understand the types and nature of investment risk exposures to which you may be affected. We will endeavor to explain how each risk we identify may potentially prevent achievement of your goals and objectives and/or contribute to the negative portfolio volatility you will likely need to endure in your effort to earn positive long-term returns from your investment portfolio.

### INVESTMENT STRATEGIES.

We construct investment strategies that have higher expected returns within your specific dimensions of risk tolerance.

Our goal is to generate risk-adjusted returns that exceed those achievable from a broad asset allocation to passively-managed or enhanced index funds for a given level of risk, net of all fees and costs.

We work within the constraints of your goals and objectives, the nature of your assets, the taxability of your accounts and ever-changing tax laws, to help you control and/or reduce taxes.



## PORTFOLIOS WITH BETTER BALANCE

### We Endeavor to Build Portfolios with Better Balance.

The cornerstone of our investment strategy is our endeavor to construct portfolios with better balance. Better balance enhances portfolio stability and capital preservation by capturing true volatility-reducing diversification benefits for your portfolio.

While the premise of investing is to increase your wealth, identifying and purchasing assets that grow in value over time is not enough. This is because positive returns from risk assets do not materialize on schedule and sometimes they do not materialize at all.

It is very counter-intuitive, almost heretical, to desire some investments in a portfolio to periodically decline in value. This makes sense though when you stop to think about it. Since no investment is always on an inexorable rise, we can achieve better portfolio balance when we combine investments that do indeed increase in value over time, just not in lockstep with one another.

The mathematics of successfully compounding higher long-term investment returns favors lower volatility of annual investment returns. To accomplish this, the analysis, construction and implementation of your portfolio is borne out of our efforts to capture true volatility-reducing diversification benefits within your portfolio.

### We Endeavor to Invest for the Long Term.

As general rule, we intend to hold securities we purchase for your account[s] for at least one year. Exceptions may arise from portfolio rebalancing, your withdrawals and actionable investment ideas resulting from our research.

We will construct and manage your portfolio to attempt to earn positive long-term returns to help meet a combination of your needs for income, purchasing power protection and asset growth in excess of inflation. Inadequate savings and asset contributions or unplanned and excess asset withdrawals by you may impair your achievement of meeting your investment goals and objectives.

### METHODS OF ANALYSIS.

When we conduct security and portfolio research and analysis, we utilize specialized third-party research software, research materials and financial publications, and security analysis and portfolio modeling software. Our research may also incorporate information from prospectuses, annual reports, regulatory filings, corporate rating services and company press releases. Our research combines both top-down and bottom-up analyses.

### Custom Model Portfolios.

We use the results of our security and portfolio research and analysis to build custom investment strategies and model portfolios. Our objective is to create investment strategies and portfolios that exhibit better stability and capital preservation in negative market environments while seeking to earn your required investment returns. In order to accomplish this, we create and emphasize diversification-weighted model portfolios.

## Asset Classes and Types of Investments.

We control your investment portfolio's risk/reward attributes by gaining factors of rewarded risk exposure using different asset classes. An asset class is a group of securities that have similar price behavior in the market.

We gain the asset class exposure we seek predominantly using open-end mutual funds and exchange-traded funds (ETFs). We may also include the following types of securities and other investments in your portfolio:

Equity securities	United States government securities
Exchange-listed securities	Municipal securities
Over-the-counter securities	High quality corporate debt securities
Exchange-listed option contracts	High yield corporate debt securities
Limited partnership interests	Inflation-protected debt securities
Closed-end mutual funds	Mortgage-related securities
Exchange-traded notes	Asset-backed securities
Master Limited Partnerships	Real Estate Investment Trusts (REITs)
Unit investment trusts	Foreign securities, including ADRs/GDRs
Royalty Trusts	Fixed annuities
Money market funds	Variable annuities
Certificates of deposit	

## Alternative Investments.

We may also provide advice about unregistered alternative investments, known as private placements, including, but not limited to:

Real estate	Long/short hedge funds
Real estate funds	Currency funds
Private equity funds	Precious Metals
Managed futures funds	Commodity funds
Arbitrage hedge funds	Other unregistered securities

All asset classes and investments considered for purchase and sale in client portfolios are determined by our president and chief investment officer, Vincent Rossi.

## Legacy Investments and Requested Investments.

We may also provide advice to you about any other type of investment held in your portfolio at the beginning of our advisory relationship.

We may advise you on other types of investments for which you request advice, or any other types of investments we deem appropriate based upon your stated goals and objectives.

## Accounts with Different Objectives.

We manage accounts of clients whose objectives or tax situations are different from yours. As a result, it is possible that it would be appropriate for us to buy or sell a security from your account while selling, buying or holding it in another account.

## Cash Management.

The independent custodians we recommend offer accounts that “sweep” non-invested cash balances in your accounts into a choice of money market funds. We select the sweep money market funds for you based upon our understanding of your tax status and risk preferences.

Sweep money market funds generally fall into three categories: government money market funds, prime-rated money market funds and tax-exempt money market funds. These funds are designed to provide daily liquidity, stable values and interest income for your short-term cash balances.

## Margin Account Borrowing.

As a general rule, we do not implement investment strategies using margin borrowing or other account leverage. Exceptions may periodically arise from your withdrawals and deduction of fees from your accounts.

## Additions to Accounts Managed by Us.

Additions to accounts managed by us may be in cash or securities, provided that we reserve the right to liquidate any transferred securities, or decline to accept particular securities into your account. We may consult with you about the alternative methods and ramifications of transferring securities. We advise you that we liquidate securities that you transfer into your account[s], and that they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax consequences and costs.

## Client Responsibilities.

It is your responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives or if you wish to impose any reasonable and mutually agreed upon restrictions to our investment management services. We will not agree to restrictions to our investment management services unless they are in writing and signed by both of us.

# 9. No Disciplinary History

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of a firm or the integrity of a firm’s management.

ICW Investment Advisors and its management have no reportable legal or disciplinary events.

# 10. Other Financial Industry Activities and Affiliations

We provide consulting services to University Parkway LLC, a limited liability company formed exclusively to develop a specific real estate property. Vincent Rossi and two clients of the firm are managing members of University Parkway LLC. The entity was formed by the firm’s two clients and an interest was subsequently offered to Mr. Rossi for purchase. The entity was not, is not and will not be offered to our other clients.

We are not affiliated with any securities brokerage firm or securities dealer and do not have any other financial industry activities or affiliates.



## 11. Code of Ethics, Client Transactions and Personal Trading

We have adopted a Code of Ethics in order to specify the high standards of business conduct and the fiduciary duty all of our personnel owe to our clients, including compliance with all applicable securities laws. All personnel have an obligation to adhere not only to the specific provisions of the Code but to the general principles that guide it.

### CODE OF ETHICS.

In adopting our Code of Ethics, we recognize that we owe a fiduciary duty to our clients and must (1) at all times place the interests of our clients first, (2) conduct our personal securities transactions in a manner consistent with our Code of Ethics and avoid any abuse of a position of trust and responsibility, and (3) adhere to the fundamental standard that we should not take inappropriate advantage of our positions.

The standards of business conduct in our Code of Ethics include all of the conduct standards for the professional codes of ethics to which our advisory professionals must attest to maintain professional board certification and membership.

### PROHIBITION ON USE OF INSIDER INFORMATION.

Our Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information.

### PERSONAL TRADING.

Persons associated with our firm, defined under the Investment Advisers Act of 1940 as “associated persons,” are permitted to buy or sell securities that we also recommend to our clients consistent with our policies and procedures. Our Code of Ethics sets forth the standards of conduct expected of our associated persons and requires compliance with applicable securities laws. We require all personnel to report their personal securities holdings and obtain pre-approval of certain investment transactions from Vincent Rossi, our chief compliance officer.

### Employee Participation or Interest in Client Transactions.

We maintain strict guidelines for all of our personnel designed to assure that we may not benefit directly or indirectly from transactions made for our client accounts.

### ANTI-MONEY LAUNDERING POLICIES.

We have anti-money laundering policies and procedures to the extent required by applicable U.S. Federal or other laws and regulations designed to detect and prevent money laundering and activities that facilitate money laundering or the funding of terrorist or other criminal activities.

We provide a written copy of our Code of Ethics to our clients. It is also available to any person upon request by contacting us at (480) 951-2900.

## 12. Brokerage Practices

We may only implement our investment management recommendations after you have arranged for and furnished us with all information and authorization regarding your accounts with appropriate independent custodians and broker-dealers. (Please refer to the discussion in Item 15, entitled "Custody," below.)

### Brokerage and Trade Clearing Services.

We shall generally recommend that you utilize the independent custody, brokerage and trade clearing services of Fidelity Investments and its affiliates (collectively "Fidelity"), or any other independent custodian and/or broker-dealer for investment management accounts.

Factors which we may consider in recommending Fidelity or any other independent custodian and/or broker-dealer to you include the respective firm's financial strength, reputation, execution capabilities, pricing, research, lending facilities, and administrative and technology services.

Use of independent custodians and broker-dealers enables us to obtain many mutual funds without transaction charges to you and trade other securities at nominal transaction charges for your accounts. Certain independent custodians may even refund certain charges to you associated with the transfer of your account[s] from your previous custodian. The commissions and/or transaction fees charged by the independent custodians we recommend to you may be higher or lower than those charged by other independent custodians.

### Best Execution.

The commissions you pay shall comply with our duty to obtain "best execution" for your securities transactions. However, you may pay a commission that is higher than another qualified independent custodian or securities broker-dealer might charge to execute the same transaction where we determine, in good faith, that the commission is reasonable in relation to the value of the brokerage and the administrative services and/or research we receive for your account[s].

In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of an independent custodian's or broker-dealer's services.

In an effort to achieve best execution, we may consider the following factors in addition to commission rates in selecting broker-dealers to execute securities trades for your account[s]:

- Administrative services and support
- Technology services and support
- Availability of accurate and timely market information
- Quantity and quality of research
- Trading characteristics of securities
- Execution capabilities under different market conditions

- Order size and market depth
- Availability of dedicated trading desks
- Financial strength and responsibility
- Responsiveness
- Ability and willingness to commit capital
- Securities hypothecation and lending services
- Other factors that may bear on the overall evaluation of best price and execution

In addition, we periodically review your transactions costs within the context of current market circumstances, available published statistical analyses, as well as other relevant information. While we will seek competitive rates, we may not necessarily obtain the lowest possible commission rates for your transactions.

If you request us to arrange for the execution of securities brokerage transactions for your account, we shall direct such transactions through broker-dealers that we reasonably believe will provide you with best execution. We may clear your securities transactions through other broker-dealers with whom we and your independent custodians[s] have entered into agreements for prime brokerage clearing services. We shall periodically review our policies and procedures regarding our recommendations of independent custodians and broker-dealers to you.

### **Principal vs. Agency Bond Transactions.**

We are responsible for determining whether to place bond trades on your behalf with a broker-dealer on an agency basis (through the open market from another broker-dealer's inventory) or on a principal basis (from the broker-dealers' own inventory). We may base our decision on several factors and decide this on a case-by-case basis. Factors that we may consider are availability of inventory or the size of a trade.

Trades executed on a principal basis could lead to higher transactions costs. Therefore, we will generally trade bonds on agency basis and only trade on a principal basis when we believe any potential increase in transactions costs is justified by the added liquidity and/or speed of execution. You may benefit from the speed of the execution, as your account might not be subject to as much price risk during an extended execution period.

### **Client-Directed Brokerage.**

You may direct us in writing to use a particular broker-dealer to execute some or all transactions for your account[s]. In that case, it will be your responsibility to negotiate terms and arrangements for your account[s] with that broker-dealer, and we will not seek better execution services or prices from other broker-dealers or be able to "batch" your transactions for execution through other broker-dealers with orders for the other accounts we manage (as described below).

As a result, you may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for your account[s] than would otherwise be the case. Under our duty to seek best execution, we may decline your request to direct brokerage for your account[s] if, in our sole discretion, such directed brokerage arrangements would result in additional operational difficulties for us.

## Research and Soft Dollars.

We may receive from broker-dealers, without cost to us, computer software and related systems support, which allow us to better monitor your accounts maintained at broker-dealers. We may receive the software and related support without cost because we render investment management services to clients that maintain assets at broker-dealers.

Specifically, we may receive the following benefits from the broker-dealers' institutional or professional advisor business units: receipt of duplicate client confirmations and bundled duplicate statements; access to trading desks that exclusively service professional advisor and institutional participants; access to block trading which provides us with the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and access to an electronic communication network for client order entry and account information.

## Cross Transactions.

Generally, with the exceptions set forth below, it is our policy not to engage in buying or selling of securities from one client account to another (typically referred to as a "cross trade"). Securities cross-traded between client accounts are not executed through the open market. Almost all, if not the entirety, of trades made for our client accounts will be executed through the open market.

We will only execute cross trades in accordance with the provisions of Rule 17a-7 under the Investment Company Act. We will not enter into a cross trade involving an ERISA account unless we receive written consent from the plan fiduciary.

We may engage in cross-trading under the following limited circumstance and only when we can ensure that no client receives less favorable terms than a trade executed through the open market:

An account has specifically authorized the firm to engage in a cross trade.

## Trade Allocation Practices.

Generally, your securities brokerage transactions will be placed independently of securities brokerage transactions for our other clients, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among our clients, differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently.

Under this procedure, we will generally allocate an average price for securities brokerage transactions among our clients on a pro rata basis to the purchase and sale orders placed for each client on any given day. To the extent that we determine to aggregate client orders for the purchase or sale of securities, we shall generally do so in accordance with applicable rules promulgated under the Advisers Act of 1940 and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission.

## 13. Account Review

Our Chief Investment Officer, Vincent Rossi, regularly reviews the underlying securities and investments within our Discretionary Investment Management Services and reviews your account[s] on a periodic basis as part of an ongoing process.

### INVESTMENT MANAGEMENT AND ADVISORY REVIEWS.

We conduct account reviews with you periodically, generally annually, to discuss any changes in your financial situation and/or investment objectives and the possible scenarios that could result from such changes, and to review our previous services and/or recommendations.

We encourage you to discuss your needs, goals, and objectives with us and keep us informed of any relevant changes.

Unless we otherwise agree in writing, your independent custodian shall directly provide you with transaction confirmation notices and regular summary account statements for your account[s]. We may also provide you with periodic reports from us that may include such relevant account and/or market-related information as account performance and an inventory of account holdings. While we endeavor to accurately prepare reports for you, it is your responsibility to compare reports we prepare for you with reports you receive from your independent custodian, including verifying the accuracy of our fee calculations and custodial remittances (please refer to the discussion in Item 5, entitled "Fees and Compensation — Independent Custodian Statement of Client Accounts," and the discussion in Item 15, entitled "Custody").

### INVESTMENT PERFORMANCE PRESENTATION METHODS.

We may prepare account performance calculations for you using time-weighted and/or dollar-weighted rates of return, depending upon our need to convey your investment rate of return to you either including or excluding your deposits and withdrawals to your accounts. Time-weighted rates of return remove the effects of your deposit and withdrawal activity, while dollar-weighted rates of return retain such activity. We present time-weighted returns to best help you gain a clearer understanding of our ability to manage your portfolio according to your objectives, while we present dollar-weighted returns to best help you gain a clearer understanding of the impact of your behavior in reaching your objectives.

### PLANNING AND CONSULTING REVIEWS.

We conduct Planning and Consulting Services reviews according to the terms of your Planning and/or Consulting Services agreements with us.

## 14. Client Referrals and Other Compensation.

As a general rule, we do not pay referral fees.

In the unusual circumstance that we agree to pay a fee to an individual (a solicitor) for referring you to us, you will receive a separate written disclosure statement from the solicitor that will identify the nature of our affiliation with the solicitor (if any) and a description of the compensation the solicitor will receive from us.

Our policy is that if we pay such referral fees to a solicitor for your account, the fee schedule applicable to your account will be the same as the schedule that would have applied to your account without taking into consideration the referral fee.

## 15. Custody

We are not a custodian and do not maintain custody of your assets. We only use independent custodians (broker-dealers, trust companies, banks, insurance companies, mutual funds, etc., collectively referred to as independent custodians) for custody of your accounts. Therefore, you must appoint an independent custodian. Your independent custodian holds and safeguards your assets and sends you periodic statements of your accounts.

While we endeavor to monitor your accounts held by your independent custodian, it is your responsibility to verify the accuracy of your independent custodian's reports of your assets held in custody and your deposits and withdrawals of funds and securities from your accounts, including our advisory fee calculations and your custodian's remittances to us for our fees (please refer to the discussion in Item 5, entitled "Fees and Compensation—Independent Custodian Statements of Client Accounts" and the discussion in Item 13, entitled "Account Review").

## 16. Investment Discretion

We render Discretionary Investment Management Services, Non-Discretionary Investment Advisory Services, Non-Discretionary Planning Services and Non-Discretionary Consulting Services (please refer to the discussion in Item 4, entitled "Advisory Business," above).

### DISCRETIONARY AUTHORITY FOR INVESTMENT MANAGEMENT SERVICES.

We render our Investment Management Services on a discretionary basis. Our discretionary authority authorizes us to make determinations regarding the securities that we buy and sell in your account[s], as well as the quantities of such securities and the timing of the purchase and/or sale transactions.

You provide us with discretionary authority in your Discretionary Investment Management Agreement with us. Your agreement with us may include mutually agreed upon written requests, guidelines and restrictions by you.

## NO DISCRETIONARY AUTHORITY FOR INVESTMENT ADVISORY SERVICES.

Generally, we will offer Non-Discretionary Investment Advisory Services to you only if you have a Discretionary Investment Management Agreement with us..

## Retirement Plans, Brokerage Accounts and Variable Annuity and Life Insurance Products.

We may render Non-Discretionary Investment Advisory Services to you for your: (1) individual employer-sponsored retirement plans, (2) your brokerage accounts, or (3) variable annuity/life insurance products that you may own. We may recommend the allocation of your assets among the various mutual fund subdivisions that comprise your variable annuity/life insurance product or your retirement plan and/or provide you with account performance monitoring services. Your assets shall be maintained either in the segregated accounts at the specific insurance company that issued your variable annuity/life insurance product, at the custodian designated by the sponsor of your retirement plan, or at your brokerage firm.

## 17. Voting Client Securities

We will not accept nor exercise any authority to vote shareholder proxies on your behalf for the securities in your account[s]. You retain the responsibility and right for receiving and voting all shareholder proxies for all securities maintained in your account[s].

### Class Action Settlements.

We do not handle or otherwise process any potential "class action" claims or similar settlements that you may be entitled to for securities held in your account[s].

You will receive the paperwork for such claims directly from your independent custodian[s]. You should verify with your independent custodian or other account administrator whether such claims are being made on your behalf by your independent custodian or if you are expected to file such claims directly.

## 18. Financial Information

In certain circumstances, registered investment advisors are required to provide you with financial information or disclosures about their financial condition. ICW Investment Advisors LLC has no financial commitment that impairs its ability to meet contractual obligations and fiduciary commitments to clients. The firm and its principal owner have never been the subject of a compromise with creditors or a bankruptcy proceeding.

## Privacy Policy

We understand that we serve you using very sensitive, nonpublic personal information. Protecting your privacy is our ethical responsibility and a firm imperative. We maintain physical, electronic and procedural safeguards to protect your information and have adopted these policies to protect your privacy.

### Secure Environment.

When we collect nonpublic personal information about you in communications using questionnaires, agreements, applications and interviews with you or your advisors (accountant, attorney, etc.), we maintain that information in a secure environment and employees have access to this information based upon their responsibilities. We may also collect and maintain information on your behalf about your accounts with various financial institutions. We also maintain this information in a secure environment and employees have access to this information based upon their responsibilities.

### No Information Sharing.

We do not offer information about you to outside parties for marketing purposes, period. With your permission, we may disclose information about you to others when it is necessary for others (such as broker-dealers, custodians, independent investment managers, lenders, accountants, attorneys, etc.) to effect transactions and provide services on your behalf. We must comply however, with state, federal, regulatory and judiciary requests as they assess our compliance with industry standards, laws and regulations.

### Third Parties.

We may disclose nonpublic material information about you with third parties in certain circumstances, such as third parties that perform administrative, client support, accounting or legal services on our behalf. These third parties are prohibited from using or sharing your information for any other purpose.

### Term of Confidentiality.

If you decide at some point to either terminate our services or become an inactive client, we will continue to adhere to our privacy policy on your behalf, as we may amend from time to time.

### Change in Policy.

Our policies about obtaining, maintaining and disclosing nonpublic personal information may change from time to time. We will provide you notice of any material change to our policies before we implement changes. We continue to evaluate our efforts to protect your nonpublic personal information and make every reasonable effort to keep your information accurate and updated.



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