

**Schedule F of
Form ADV**
Continuation Sheet for Form ADV Part II

Applicant:
Copperwynd Financial, LLC

SEC File Number:
801-

Date:
02/20/2009

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Copperwynd Financial, LLC		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D	<p><u>ADVISORY SERVICES AND FEES</u></p> <p>Copperwynd Financial, LLC (“Copperwynd Financial” or “Advisor”) is a limited liability company, organized under the laws of the State of Arizona, and registered with the Securities and Exchange Commission as a registered investment advisor. Advisor offers investment advisory services to individuals, pensions and profit sharing plans, trusts, estates, charitable organizations, corporations or other organizations. This Schedule F narrative provides clients with information regarding Advisor and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory client of the Advisor.</p> <p>Please contact David Daughtrey, Managing Director and Chief Compliance Officer, if you have any questions about this Schedule F narrative. Additional information about Copperwynd Financial is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Copperwynd Financial is 143442.</p> <p>Individuals associated with Copperwynd Financial will provide its investment advisory services. These individuals are appropriately licensed, qualified, and authorized to provide advisory services on behalf of the Advisor. Such individuals are known as Investment Advisor Representatives (IARs).</p> <p><u>Portfolio Management Services</u></p> <p>Copperwynd Financial provides discretionary and non-discretionary portfolio management services where the investment advice provided is custom tailored to meet the individualized needs and investment objectives of the client. Subject to any written guidelines, which the client may provide, the Advisor may be granted the discretion and authority to manage the account for the client. Accordingly, Copperwynd Financial in discretionary accounts is authorized to perform various functions, at the client’s expense, without further approval from the client. Such functions include the determination of securities to be purchased/sold and the amount of securities to be purchased/sold. In non-discretionary accounts, clients will be consulted before trades in the account are executed. Once the portfolio is constructed, Copperwynd Financial provides continuous supervision of the portfolio as changes in market conditions and client circumstances may require.</p> <p>On an annualized basis, Copperwynd Financial’s fee for continuous portfolio management services range from 1% to 2% of the assets under management, depending on the amount of assets to be managed and the complexity of the portfolio. Copperwynd Financial may include outside positions under its supervision when calculating its fee, and all accounts included in the fee calculation will be specified in Schedule A of the Investment Advisory Agreement. Billing is quarterly in advance, based from the value of the Client account at the close of the previous quarter. Clients may be invested in alternative investments, outside the the scope of regular investments. Billing for alternative investments will be based from the most recently</p>
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Item of Form
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Answer

Item 1D
(Continued)

disclosed value by the investment. In some cases, these investments may reflect values which have been disclosed a month earlier than the close of a previous quarter. Fees shown below represent the maximum fees charged and may be reduced or waived under special circumstances. Individual clients are billed at a rate not to exceed the following:

Account Balance

\$0 to	\$99,999
\$100,000 to	\$1,000,000
\$1,000,001 to	\$9,999,999
Over	\$10,000,000

Advisory Fee

2.00% annually, 0.50% quarterly
1.50% annually, 0.375% quarterly
1.25% annually, 0.3125% quarterly
1.00% annually, 0.25% quarterly

In certain cases, Advisor may charge Clients an all inclusive fee which covers fees such as transaction charges. The details of this are outlined in Schedule H and Copperwynd Financial LLC's Wrap Fee Program Brochure.

The Advisor may elect to waive either a portion of or the entire fee on any account below the posted schedule. This may be done on either a contractual or one time basis unilaterally by the Advisor. The Advisor may offer the same fees negotiated with an institution to an individual affiliated with that institution.

As a part of its Investment Supervisory Services, Copperwynd Financial will provide advisory services, which will usually consist of the evaluation of various investment options associated with client funds, typically taxable or tax-exempt bonds, mutual funds, exchange traded funds, closed end funds, unit investment trusts, stocks and options. The services and recommendations provided will be advisory in nature, and based upon an analysis of the clients individual needs.

When the scope of the advisory consulting services has been agreed upon, a determination will be made as to the type and amount of the applicable fee. The final fee, subject to negotiation, is directly dependent upon the facts and circumstances of the client's financial situation and the complexity of the advisory program service(s) requested. The fees charged for services provided will be detailed in the signed agreement with the Advisor. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, Copperwynd Financial will notify the client and may request that the client pay an additional fee.

Either party may terminate the agreement by providing written notice to the other party within five (5) days of entering into the agreement. The client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the client. Refunds will be given on a pro-rata basis.

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Item 1D
(Continued)**Financial Planning/Financial Consultations**

Copperwynd Financial will typically provide a variety of financial planning services, principally advisory in nature, to individuals, families and other clients regarding the management of their financial resources, based upon an analysis of client's needs. Generally, such financial planning services will involve preparing a financial program or rendering a financial consultation for clients based on the client's financial circumstances and objectives. This information normally would cover present and anticipated assets and liabilities, including insurance, savings, investments, and anticipated retirement or other employee benefits.

The program developed for or financial consultation rendered to the clients will usually include general recommendations for a course of activity or specific actions to be taken by the clients. For example, recommendations may be made that the clients obtain insurance or revise existing coverage, establish an individual retirement account, increase or decrease funds held in savings accounts or invest funds in securities. Copperwynd Financial may develop tax or estate plans for its clients or refer clients to an accountant or attorney.

FEE SCHEDULE: Financial Planning/Consulting Services

On an hourly basis, Copperwynd Financial will charge \$150 to \$300 per hour for financial planning and financial consulting services, depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship.

Copperwynd Financial may also charge a negotiable fixed fee ranging from \$2,500 to \$10,000 for a financial plan, the total of which is dependent upon the level and scope of these services. The fixed fees are determined after considering many factors, such as the level and scope of the services, and the client's net worth.

Copperwynd Financial's fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, Copperwynd Financial shall not receive any portion of these commissions, fees, and costs, unless Advisor is engaged to perform investment advisory services. In such cases, normal advisory services are charged by the Advisor. The hourly fees are determined after considering many factors, such as the level and scope of the services.

One half of the total estimated fixed and hourly fees are due and payable at the time the client's agreement is executed, the remainder of the fees are due upon presentation of a plan or the rendering of consulting services. Financial plans will be presented to the clients within 90 days of the contract date, provided that all information needed to prepare the financial plan has been promptly provided by the clients.

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Item 1D (Continued)	<p>As stated previously, the hourly rate ranges from \$150 to \$300 per hour. In the event that a client should cancel the financial planning agreement under which any plan is being created, the client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate. Any surplus in the Advisor's possession as the result of collecting a deposit at the time of signing the financial planning agreement will be returned to the client within 5 business days of cancellation.</p> <p>Either party may terminate the agreement at anytime by providing written notice to the other party within five (5) days. The client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the client. Refunds will be given on a pro-rata basis.</p> <p><u>General Information on Advisory Services and Fees</u></p> <p>Advisory recommendations are based on the client's financial situation at the time the services are provided and are based on financial information disclosed by the client to Copperwynd Financial. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. As the client's financial situation, goals, objectives, or needs change, the client must notify Copperwynd Financial promptly.</p> <p>Copperwynd Financial shall never have custody of any client funds or securities, as the services of a qualified and independent custodian will be used for these asset management services.</p> <p>The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client (15 U.S.C. §80b-5(a)(1)).</p> <p>Advice offered by Copperwynd Financial may involve investments in money market funds, mutual funds, exchange traded funds, Closed end funds, unit investment trusts, stocks, bonds and options. Clients are hereby advised that all fees paid to Copperwynd Financial for investment advisory services are separate and distinct from the fees and expenses charged by funds (described in each fund's prospectus) to their shareholders. Further, there may be transaction charges involved with purchasing or selling of securities. Copperwynd Financial does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. The client should review all fees charged by the funds, Copperwynd Financial, and others to fully understand the total amount of fees to be paid by the client.</p>
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Item 5	<p><u>EDUCATION AND BUSINESS STANDARDS</u></p> <p>Advisor generally requires that its Investment Advisory Representatives have a college education, professional designation or certification and/or relevant industry experience.</p>
Item 6	<p><u>EDUCATION AND BUSINESS BACKGROUND</u></p> <p>David Daughtrey, CFA, CFP® Born in 1958</p> <p><u>Education post high school</u> Texas Tech University, BS in Business Administration Brigham Young University, Master of Business Administration</p> <p><u>Business Background for previous 5 years</u> Copperwynd Financial LLC, Managing Member and Chief Compliance Officer, 4/07-present Cambridge Investment Research, Inc. Registered Principal, Cambridge Investment Research Advisors, Inc. Advisor Representative, 3/05-present Commonwealth Financial Network, Registered Representative/Advisor Representative 1/05 – 3/05 Walnut Street Securities, Inc, Registered Representative/Advisor Representative 1/02-1/05 (Registration was held with Nathan & Lewis Securities until 8/03 when firm name was changed to Walnut Street Securities, Inc.).</p> <p>Lynda Elley Born in 1961</p> <p><u>Education post high school</u> Colorado State University, BS in Business Administration</p> <p><u>Business Background for previous 5 years</u> Copperwynd Financial, Managing Member, 4/07- Present Cambridge Investment Research, Inc., Registered Representative, Cambridge Investment Research Advisors, Inc., Advisor Representative, 3/05-present Commonwealth Financial Network, Registered Representative/Advisor Representative 1/05 – 3/05 Walnut Street Securities, Inc. Registered Representative/Advisor Representative 10/03-1/05</p>
Items 7(B), 8C(1), (3) & 8C(9) and 9B	<p><u>OTHER FINANCIAL INDUSTRY ACTIVITIES OR AFFILIATIONS</u></p> <p>All investment advisory representatives of Copperwynd Financial are registered representatives with Cambridge Investment Research, Inc., member NASD/SIPC. As such, they may receive 12b-1 fees and/or commissions. Mr. Daughtrey is also an</p>

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Items 7(B), 8C(1), (3) & 8C(9) and 9B (Continued)	<p>investment advisory representative with Cambridge Investment Research Advisors, Inc. In addition, all investment advisory representatives of Copperwynd Financial are licensed insurance agents/brokers with various companies. In their roles as insurance agents/brokers, they may offer commissionable (non-variable) insurance products to Advisor's clients for which they may receive compensation. Insurance sales constitute 5% of their time.</p>
Item 9E	<p><u>PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS</u></p> <p>Copperwynd Financial or individuals associated with the Advisor may buy or sell – for their personal account(s) - investment products identical to those recommended to clients. It is the expressed policy of Copperwynd Financial that no person employed by the Advisor may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, and therefore, preventing such employees from benefiting from transactions placed on behalf of advisory accounts.</p>
Miscellaneous	<p><u>Code of Ethics</u></p> <p>As these situations may represent a conflict of interest, Copperwynd Financial has established the following restrictions in order to ensure its fiduciary responsibilities:</p> <ul style="list-style-type: none"> ▪ Copperwynd Financial emphasizes the unrestricted right of the client to specify investment objectives, guidelines, and/or conditions on the overall management of their account. Copperwynd Financial's standard investment process begins with reviewing applicable state statutes, investment policy, and permitted investment language provided by the client. ▪ Associated persons or their immediate family members shall not buy or sell securities for their personal portfolio(s) where their decision is derived in whole or in part, by reason of the associated person's employment, unless the information is also available to the investing public on reasonable inquiry. No associated person of the Advisor shall prefer his or her own interest to that of the advisory client. ▪ Copperwynd Financial and its associated persons generally may not purchase and sell securities being considered for, or held by client accounts without pre-clearance of the Advisor's Compliance Officer. Moreover, investment personnel may be subject to a blackout period from trading in such securities. ▪ Copperwynd Financial and its employees generally may not participate in private placements or initial public offerings (IPOs) without pre-clearance from the Advisor's Compliance Officer. ▪ The Advisor requires that all individuals must act in accordance with all applicable federal and state regulations governing registered investment advisory practices. ▪ Records will be maintained of all securities bought or sold by the Advisor, associated persons of the Advisor, and related entities. Mr. Daughtrey will review these records on a regular basis.

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Miscellaneous
(Continued)

▪ Any individual not in observance of the above may be subject to termination. In accordance with Section 204-A of the Investment Advisors Act of 1940, Copperwynd Financial also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Copperwynd Financial or any person associated with the Advisor.

INSIDER TRADING

In accordance with Section 204A of the Investment Advisors Act of 1940, Advisor also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Advisor.

PRIVACY STATEMENT

Advisor is committed to safeguarding the confidential information of its clients and holds all personal information provided to it in the strictest confidence. These records include all personal information that Advisor collects from its clients or receives from other firms in connection with any of the financial services they provide. Advisor also requires other firms with whom they deal to restrict the use of client's information. Advisor's Privacy Policy is available upon client's engagement of the Advisor's services or by prior request of the clients.

PROXY VOTING

Advisor does not vote proxies.

Item 10

CONDITIONS FOR MANAGING ACCOUNTS

Copperwynd Financial requires clients to maintain at least one account with a \$25,000 minimum account balance per household, as a condition for managing client accounts. This minimum account requirement may be negotiable in certain circumstances.

Items 12A1,2

INVESTMENT OR BROKERAGE DISCRETION

Copperwynd Financial has the authority in discretionary accounts without specific client consent to determine the securities to be bought or sold. Copperwynd Financial, in conjunction with the client, selects the broker dealer to be used. Copperwynd Financial does not negotiate commissions paid by individual clients, except as part of a package price or discount paid by all clients using that broker dealer. Copperwynd Financial does not have custody of client funds or authority to remove funds from clients' accounts except to instruct the custodian to return funds directly to clients or to deduct advisory fees from the account on a quarterly basis. Copperwynd Financial may recommend broker dealers to clients based upon quality of service, commissions, and its impression of the integrity or individuals involved and the services it expects the client to receive.

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Items 12A1,2
(Continued)

Copperwynd Financial does not receive any compensation from the broker dealer for these referrals. In the event any future compensation is received, such compensation will be disclosed in writing to the client affected. Generally, all clients receive the similar advice. Therefore, advice will be proportionately beneficial to all clients and the Applicant. The primary investments are mutual funds, taxable and tax-exempt money market funds, exchange traded funds, unit investment trusts, closed end funds, stocks, options and fixed income securities. Future market conditions may dictate redirecting funds to a variety of alternative investments.

Item 12B

SUGGESTION OF BROKERS

Copperwynd Financial may execute or recommend that clients execute their securities transactions through various firms including, but not limited to broker-dealers such as (1) TD AMERITRADE Institutional program. TD AMERITRADE Institutional is a division of TD AMERITRADE, Inc. ("TD AMERITRADE") member FINRA/SIPC. TD AMERITRADE is an independent and unaffiliated SEC-registered broker-dealer and FINRA member. TD AMERITRADE offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD AMERITRADE through its participation in the program. (Please see the disclosure under Item 13.A. below.) (2) National Financial Services, LLC ("NFS"), a wholly owned subsidiary of the Fidelity Investments Group of companies (3) Pershing Financial Services, LLC ("Pershing"), or (4) Schwab Institutional division of Charles Schwab & Co., Inc. ("Schwab"), which are all registered broker-dealers with the NASD/SIPC.

These firms may charge commissions (ticket charges) for executing Copperwynd Financial's transactions. Copperwynd Financial does not receive any part of these separate charges which are assessed directly to clients. The only case where clients do not pay their own ticket charges are as described in Schedule H for wrap fee clients. TDA, NFS, Pershing, and Schwab do not have a role with respect to Copperwynd Financial's investment advisory accounts, however they may serve as the broker-dealer in cases where clients wish to execute recommendation as part of the implementation of a financial plan. It is important to note that TDA, NFS, Pershing, and Schwab do not maintain supervisory relationships with respect to Copperwynd Financial or its representatives nor are they in any way affiliated with it. Copperwynd Financial is independently owned and operated.

Copperwynd Financial may recommend/require that clients establish accounts with TDA, NFS, Pershing, or Schwab to maintain custody of clients' assets and to effect trades for their accounts. TDA, NFS, Pershing, and Schwab may provide Copperwynd Financial with access to their institutional trading and custody services, which are typically not available to TDA, NFS, Pershing, and/or Schwab retail investors. TDA, NFS, Pershing, and Schwab's services include brokerage custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

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Item 12B
(Continued)

For Copperwynd Financial's Clients' accounts maintained in their custody, TDA, NFS, Pershing, and/or Schwab do not charge separately for custody but are compensated by account holders through commissions or other transaction-related fees or securities trades that are executed through TDA, NFS, Pershing, and/or Schwab or that settle into TDA, NFS, Pershing, and/or Schwab.

TDA, NFS, Pershing, and/or Schwab also make available to Copperwynd Financial other products and services that may benefit Copperwynd Financial but which may not benefit its clients. These types of services will help Copperwynd Financial in managing and administering client accounts. These include software and other technology that provide access to client account data (i.e. trade confirmations and account statements); facilitate trade executions; provide research, pricing information, and other market data; facilitate in the payment of Copperwynd Financial's fees from its clients' accounts; and assist with back-office functions, record-keeping, and client reporting. Many of these services may be used to service all or a substantial number of Copperwynd Financial's accounts.

Item 13A

ADDITIONAL COMPENSATION

Copperwynd Financial may receive research and execution related services from the parties mentioned in Item 12B of Schedule F to assist Copperwynd Financial in managing its accounts. These services and products would include financial publications, pricing information and other products or services. Such research and execution related services are offered to all investment advisors who utilize these firms. However, the commissions charged by these parties may be higher than those charged by a broker who does not provide the aforementioned research and execution related services. As disclosed under Item 12.B. above, Advisor participates in TD AMERITRADE's institutional customer program and Advisor may [require clients to maintain accounts with TD AMERITRADE/recommend TD AMERITRADE to clients] There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD AMERITRADE retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD AMERITRADE may also have paid for business consulting and professional services received by Registrant's related persons] [and may also pay or reimburse expenses (including travel, lodging, meals [and entertainment] expenses) for Registrant's personnel to attend conferences or meetings relating to the program or to TD AMERITRADE's advisor custody and

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Item 13A
(Continued)

brokerage services generally.]. Some of the products and services made available by TD AMERITRADE through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD AMERITRADE. Other services made available by TD AMERITRADE are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD AMERITRADE. As part of its fiduciary duties to clients, the firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD AMERITRADE for custody and brokerage services.

ADDITIONAL COMPENSATION FOR CLIENT REFERRALS

Item 13B

Copperwynd Financial may receive client referrals from TD Ameritrade, Inc. ("TD Ameritrade") through its participation in TD Ameritrade AdvisorDirect (the "referral program"). In addition to meeting the minimum eligibility criteria for participation in AdvisorDirect, Copperwynd Financial may have been selected to participate in AdvisorDirect based on the amount and profitability to TD Ameritrade of the assets in, and trades placed for, client accounts maintained with TD Ameritrade. TD Ameritrade is a discount broker-dealer independent of and unaffiliated with Copperwynd Financial and there is no employee or agency relationship between them. TD Ameritrade has established the referral program as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise Copperwynd Financial and has no responsibility for Copperwynd Financial's management of client portfolios or Copperwynd Financial's other advice or services. Copperwynd Financial pays TD Ameritrade an on-going fee for each successful client referral. This fee is usually a percentage (not to exceed 15%) of the advisory fee that the client pays to Copperwynd Financial ("Solicitation Fee"). Copperwynd Financial will also pay TD Ameritrade the Solicitation Fee on any advisory fees received by Copperwynd Financial from any of a referred client's family members, including a spouse, child or any other family member who resides with the referred client and hired Copperwynd Financial on the recommendation of such referred client. Copperwynd Financial will not charge clients referred through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its clients or otherwise pass Solicitation Fees paid to TD Ameritrade to its clients. For information regarding additional or other fees paid directly or indirectly to TD Ameritrade, please refer to the TD Ameritrade AdvisorDirect Disclosure and Acknowledgement Form.

Copperwynd Financial's participation in AdvisorDirect raises potential conflicts of interest. TD Ameritrade will most likely refer clients through AdvisorDirect to investment advisors that encourage their clients to custody their assets at TD Ameritrade and whose client accounts are profitable to TD Ameritrade.

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Item 13B (Continued)	<p>Consequently, in order to obtain client referrals from TD Ameritrade, Copperwynd Financial may have an incentive to recommend to clients that the assets under management by Copperwynd Financial be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. In addition, Copperwynd Financial has agreed not to solicit clients referred to it through AdvisorDirect to transfer their accounts from TD Ameritrade or to establish brokerage or custody accounts at other custodians, except when its fiduciary duties require doing so. Copperwynd Financial's participation in AdvisorDirect does not diminish its duty to seek best execution of trades for client accounts.</p>
Miscellaneous	<p><u>DISCLOSURE STATEMENT</u></p> <p>Client hereby acknowledges prior receipt of a copy of this Disclosure Statement. Client further acknowledges that she/he has had a reasonable opportunity (i.e. at least 48 hours) to review this Disclosure Statement and to discuss the contents of same with professionals of Client's choosing, prior to retaining Advisor for its services.</p> <p>Copperwynd Financial shall describe the Codes of Ethics to clients in Part II of Form ADV and, upon request, furnish clients with a copy of the Code of Ethics. All client requests for Copperwynd Financial's Code of Ethics shall be directed to the CCO.</p>