

# ZEO CAPITAL ADVISORS, LLC

## **ADV Part 2A, Firm Brochure**

**Dated: March 15, 2018**

Contact: Venkatesh Reddy, Chief Compliance Officer  
1 Montgomery Street, Suite 3450  
San Francisco CA 94104  
(415) 875-5604  
[venk@zeo.com](mailto:venk@zeo.com)

This brochure provides information about the qualifications and business practices of Zeo Capital Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (415) 875-5604 or [venk@zeo.com](mailto:venk@zeo.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 Zeo Capital Advisors, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

References herein to Zeo Capital Advisors, LLC as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

## **Item 2           Material Changes**

Since Zeo's most recent Annual Amendment filing on March 22, 2017, there have been no material changes to this Brochure.

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#### **Item 4            Advisory Business**

- A. Zeo Capital Advisors, LLC (referred to herein as “Zeo”) is a limited liability company formed under the laws of California. Zeo has been registered with the U.S. Securities and Exchange Commission since May 24, 2011 and was previously registered with the State of California. Zeo is principally owned by Venkatesh Reddy who is Zeo’s managing member.
- B. As discussed below, Zeo offers investment advisory services to high net worth individuals and institutions. Zeo also is the investment adviser to the Zeo Strategic Income Fund (the “Fund”), a non-diversified series of shares of beneficial interest of Northern Lights Fund Trust, and registered under the Investment Company Act of 1940, as amended (the “1940 Act”), as an open-end management investment company. The Fund seeks low volatility and absolute returns consisting of income and moderate capital appreciation.

References to clients throughout this brochure refer to separately managed account clients of Zeo and not the Fund.

#### **INVESTMENT ADVISORY SERVICES**

Clients can engage Zeo to provide investment advisory services. Before engaging Zeo, clients are required to enter into an agreement setting forth the terms and conditions of the engagement. Zeo generally does not provide financial planning to clients.

Zeo provides investment advisory services specific to the needs of each client. Before providing investment advisory services, an investment adviser representative will ascertain each client’s investment objectives. Then, Zeo will allocate and/or recommend that the client allocate investment assets consistent with the client’s designated investment objectives. Zeo generally recommends that clients purchase investment grade and high yield corporate bonds, convertible debt, syndicated loans and distressed securities. Once allocated, Zeo provides ongoing monitoring and review of account performance, asset allocation and client investment objectives.

For the Fund, Zeo’s advisory services are provided in accordance with the Fund’s investment objectives and policies as outlined in the Fund’s prospectus and statement of additional information and in accordance with the agreement under which we provide our investment advisory services to the Fund. Investors seeking to invest in the Fund should review the prospectus carefully before making an investment.

#### **MISCELLANEOUS**

**Client Obligations.** In performing its services, Zeo shall not be required to verify any information received from the client or from the client’s other designated professionals, and is expressly authorized to rely thereon. Clients must promptly notify Zeo if there is ever any change in their financial situation or investment objectives so that Zeo can review, and if necessary, revise its previous recommendations or services.

**Disclosure Statement.** A copy of Zeo’s written Brochure as set forth on Part 2A of Form ADV shall be provided to each client before, or contemporaneously with, the execution of an Investment Advisory Agreement.

**Fee Differentials.** As indicated below, Zeo prices its services based upon various objective

and subjective factors. As a result, Zeo's clients pay different fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall investment advisory services rendered. As a result, similarly situated clients may pay different fees, and the services to be provided by Zeo to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly.

- B. Zeo provides investment advisory services specific to the needs of each client. Before providing investment advisory services, an investment adviser representative will ascertain each client's investment objectives. Thereafter, Zeo shall allocate or recommend that the client allocate investment assets consistent with the client's designated investment objectives. The client may, at any time, impose reasonable restrictions, in writing, on Zeo's services.
- C. Zeo does not participate in a wrap fee program.
- D. As of December 31, 2017, Zeo had \$272,578,080 in assets under management on a discretionary basis and \$3,565,371 in assets under management on a non-discretionary basis.

## **Item 5 Fees and Compensation**

### **A. INVESTMENT ADVISORY SERVICES**

Clients can engage Zeo to provide investment advisory services for a negotiable annual investment advisory fee.

**Fee Differentials.** As indicated above, Zeo prices its services based upon various objective and subjective factors. As a result, Zeo's clients pay different fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall investment advisory services rendered. As a result, similarly situated clients may pay different fees, and the services to be provided by Zeo to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly. **ANY QUESTIONS:** Zeo's Chief Compliance Officer, Venk Reddy, remains available to address any questions regarding Fee Differentials and advisory fees.

- B. Clients can elect to have Zeo's advisory fees deducted from their custodial account. Both Zeo's Investment Advisory Agreement and the custodial or clearing agreement may authorize the custodian to debit the account for Zeo's investment advisory fee and to pay Zeo in compliance with regulatory procedures. Clients receive a detailed invoice by email each month with the amount due. If a client has given Zeo permission to withdraw fees directly from the account, the payment request is submitted to the custodian on the invoice date, and fees are withdrawn from each account as soon as practicable thereafter unless otherwise agreed with the client. Zeo deducts fees or bills clients monthly in advance, based upon the market value of the assets on the last business day of the previous month.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Zeo shall generally recommend that US Bank Institutional Trust and Custody ("US Bank") serve as the custodian for client assets. Custodians such as US Bank may charge transaction fees for effecting certain securities transactions (i.e. ticket charges for settling trades or transaction fees for some mutual funds) and/or periodic

custodial fees on the value of client accounts for custodial services. If a client directs Zeo to use a specific broker-dealer to execute client transactions, the broker-dealer will impose additional charges, such as brokerage commissions, mark-ups and mark-downs, for effecting certain securities transactions. Zeo can also select broker-dealers as counterparties to effect transactions for client accounts and the Fund away from the custodian. These broker-dealers will impose brokerage commissions or transaction fees that will be incurred by clients and the Fund. In addition to Zeo's management fee and brokerage commissions and/or transaction fees imposed by the custodian and any counterparties, clients will also incur, relative to all mutual fund and exchange traded fund purchases, fees and expenses as a shareholder of these investments (e.g. management fees and other fund expenses). Clients will also incur costs for account administration fees (generally paid as a percentage of account value) or separately incurred transaction settlement fees (e.g. legal fees to settle syndicated bank loan transactions for institutional clients). All costs incurred on behalf of a client will be invoiced to that client. **ANY QUESTIONS:** Zeo's Chief Compliance Officer, Venk Reddy, remains available to address any questions regarding the above.

- D. Zeo's annual investment advisory fee is prorated and paid monthly in advance, based upon the market value of the assets on the last business day of the previous month. Zeo generally does not require a minimum annual investment advisory fee. Zeo, in its sole discretion, may reduce or waive its investment advisory fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, familial relationship, dollar amount of assets to be managed, related accounts, account composition, etc.).

The Investment Advisory Agreement between Zeo and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the Investment Advisory Agreement. Upon termination, Zeo will refund clients a portion of the advanced advisory fee, if any, based upon the number of days remaining in the billing month.

- E. Neither Zeo, nor its representatives accept compensation from the sale of securities or other investment products.

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

Neither Zeo nor any supervised person of Zeo charges performance-based fees at this time. However, it reserves the right to negotiate fees with its clients.

## **Item 7            Types of Clients**

Zeo's clients shall generally include individuals, high net worth individuals, institutions and the Fund. Zeo generally does not require a minimum annual investment advisory fee. Zeo, in its sole discretion, may reduce or waive its investment advisory fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, familial relationship, dollar amount of assets to be managed, related accounts, account composition, etc.). **Please Note:** Similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS:** Zeo's Chief Compliance Officer remains available to address any questions that a client may have regarding its advisory fee schedule.

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

- A. We use a top-down/bottom-up method to identify potential investments. Top-down methods for narrowing the opportunity set include comprehensive screens across the entire universe of corporate debt, filtering by criteria such as duration, liquidity and fundamental metrics, as well as economic and sector analysis. We also monitor corporate news for opportunities resulting from corporate actions (e.g. called bonds or new issues), and we actively watch market activity for liquidity in otherwise infrequently traded securities. We employ a bottom-up approach when making investment decisions, including rigorous credit analysis, risk/return analysis and comparisons to existing investments and their impact on overall portfolio risk. When researching the credit quality of a particular issuer, we evaluate the entire capital structure of that issuer and other issuers in the same industry to identify the best investment that is consistent with our conclusions from the analysis. This analysis can allow us to expand further the investment universe to include bonds from other issuers and other securities of the issuer whose bonds we were originally researching. We may invest a majority of client assets in high yield and convertible debt. Furthermore, we may invest in securities of companies that are already in bankruptcy or undergoing a restructuring or reorganization.

We consider liquidity and interest rate risk as part of our overall portfolio management process when determining the size of individual positions and the diversification within a client's portfolio.

**Please Note: Investment Risk.** Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Zeo) will be profitable or equal any specific performance level(s).

- B. Zeo's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Zeo must have access to current/new market information. Zeo has no control over the dissemination rate of market information; therefore, unbeknownst to Zeo, certain analyses may be compiled with outdated market information, severely limiting the value of Zeo's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Zeo's primary investment strategies have their own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

**Changing Fixed Income Market Risk:** During periods of sustained rising rates, fixed income risks may be amplified. If the U.S. Federal Reserve's Federal Open Market Committee ("FOMC") continues to reduce its purchases of large quantities of U.S. government and agency securities on the open market to support the economic recovery,

or if the FOMC raises the federal funds interest rate target, interest rates across the U.S. financial system may rise. However, the magnitude of rate changes across maturities and borrower sectors is uncertain. Rising rates tend to decrease liquidity, increase trading costs, and increase volatility, all of which may make portfolio management more difficult and costly. Additionally, default risk increases if issuers must borrow at higher rates.

**Credit Risk:** There is a risk that debt issuers will not make interest and or principal payments, resulting in losses to bondholders. In addition, the credit quality of fixed income securities may be lowered if an issuer's financial condition changes or the issuer is likely to default. Lower credit quality may lead to greater volatility in the price of a security. Lower credit quality also may affect liquidity and make it difficult to sell the security. Default, or the market's perception that an issuer or counterparty is likely to default, could reduce the value and liquidity of securities owned by clients. These risks are more pronounced for issuers with lower credit quality, such as those rated below BBB- by Standard & Poor's Ratings Group or another credit rating agency.

**Fixed Income Risk:** When you invest in fixed income securities, the value of your investment will fluctuate with changes in interest rates. Typically, a rise in interest rates causes a decline in the value of fixed income securities. In general, the market price of debt securities with longer maturities will increase or decrease more in response to changes in interest rates than shorter-term securities. Other risk factors include credit risk (the debtor may default) and prepayment risk (the debtor may pay its obligation early, reducing the amount of interest payments). These risks could affect the value of a particular investment, possibly causing your investment and total return to be reduced and fluctuate more than other types of investments.

**High Yield Bond Risk:** Lower-quality fixed income securities, known as "high yield" or "junk" bonds, present a significant risk for loss of principal and interest. These securities are considered speculative. These bonds offer the potential for higher return, but also involve greater risk than bonds of higher quality, including an increased possibility that the bond's issuer, obligor or guarantor may not be able to make its payments of interest and principal (credit quality risk). If that happens, the value of the bond may decrease, your income can be reduced. An economic downturn or period of rising interest rates (interest rate risk) could adversely affect the market for these bonds and reduce your ability to sell bonds (liquidity risk). Defaulted securities, those subject to a reorganization including bankruptcy court protection may become worthless, completely illiquid or subject to lengthy legal proceedings that will delay the resolution of their value, if any.

**Market Risk:** Fixed income markets can be volatile. In other words, the prices of securities can fall rapidly in response to developments affecting a specific company or sector, or to changing economic, political or market conditions. Your investments may decline in value if the fixed income markets perform poorly. There is also a risk that the your investments will underperform either the securities markets generally or particular segments of the securities markets.

**ANY QUESTIONS:** Zeo's Chief Compliance Officer, Venk Reddy, remains available to address any questions regarding the above risk factors.

- C. Zeo recommends asset allocations based on a particular client's economic situation, liquidity needs, risk tolerance, proposed investment period, need for diversification,

reliance upon current income, and present and anticipated tax situation. Zeo also considers historical yields, potential appreciation and marketability before making investment recommendations. Zeo recommends and manages primarily high yield and convertible debt.

## **Item 9            Disciplinary Information**

Zeo has not been the subject of any disciplinary actions.

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

- A. Neither Zeo, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Zeo, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. **Zeo Strategic Income Fund.** Zeo is the investment adviser to the Fund, a non-diversified series of shares of beneficial interest of Northern Lights Fund Trust, and registered under the 1940 Act, as an open-end management investment company. A conflict of interest is present if Zeo allocates, or recommends that its clients allocate, a portion of their assets to the Fund, because Zeo can receive investment advisory fees from both the client according to Item 5 and the Fund as stated in its prospectus. To mitigate this conflict of interest, Zeo excludes assets invested in the Fund when calculating its investment advisory fee according to Item 5 above.
- D. Zeo does not recommend or select other investment advisors for its clients.

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

- A. Zeo maintains an investment policy relative to personal securities transactions. This investment policy is part of Zeo's overall Code of Ethics, which serves to establish a standard of business conduct for all of Zeo's Representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.  
  
In accordance with Section 204A of the Investment Advisers Act of 1940, Zeo also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Zeo or any person associated with Zeo.
- B. Neither Zeo nor any related person of Zeo recommends, buys, or sells for client accounts, securities in which Zeo or any related person of Zeo has a material financial interest, except for the Fund. See Item 10.C for a more complete description of this relationship.
- C. Zeo and/or representatives of Zeo *may* buy or sell securities that it also recommends to clients. This practice may create a situation where Zeo and/or representatives of Zeo are in



a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as “scalping” (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Zeo did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, “front-running” (i.e., personal trades executed before those of Zeo’s clients) and other potentially abusive practices.

Zeo has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Zeo’s “Access Persons.” Zeo’s securities transaction policy requires that Access Person of Zeo must provide the Chief Compliance Officer or his/her designee with a written report of the their current securities holdings within ten (10) days after becoming an Access Person. Furthermore, Access Persons must provide the Chief Compliance Officer with a quarterly transaction report, detail all trades in the Access Person’s account during the previous quarter; and on an annual basis, each Access Person must provide the Chief Compliance Officer with a written report of the Access Person’s current securities holdings.

- D. Zeo and/or representatives of Zeo *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Zeo and/or representatives of Zeo are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above in Item 11C, Zeo has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Zeo’s Access Persons.

## **Item 12      Brokerage Practices**

- A. In the event that the client requests that Zeo recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Zeo to use a specific broker-dealer/custodian), Zeo generally recommends that investment management accounts be maintained at *US Bank*. Prior to engaging Zeo to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with Zeo setting forth the terms and conditions under which Zeo shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Zeo considers in recommending *US Bank* (or another broker-dealer/custodian, investment platform and/or mutual fund sponsor) include historical relationship with Zeo, financial strength, reputation, execution and/or custodial capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Zeo's clients shall comply with Zeo's duty to seek to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Zeo determines, in good faith, that the commission/transaction fee is reasonable. 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 a broker-dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Zeo will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or

transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Zeo's investment management fee. Zeo's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Non-Soft Dollar Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Zeo may receive from *US Bank* (or another broker-dealer/custodian, investment platform, unaffiliated investment manager, mutual fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products. Certain of these services and products assist Zeo to better monitor and service client accounts at these institutions. Zeo also receives investment-related research, pricing information, market data, software and other technology that provide access to client account data. It can also take advantage of compliance and practice management-related publications, discounted or free consulting services, discounted or free attendance at conferences, meetings, and other educational and social events. From time to time, Zeo may also be offered marketing support, computer hardware or software, and other products that further its investment advisory business operations.

As indicated above, certain support services and products assist Zeo in managing and administering client accounts. Others do not directly provide this assistance, but rather assist Zeo to manage and further develop its business enterprise.

Zeo's clients do not pay more for investment transactions effected and/or assets maintained at *US Bank* or any other custodian/broker/dealer or broker/dealer counterparty as a result of this arrangement. There is no corresponding commitment made by Zeo to *US Bank* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products because of the above arrangement.

**Zeo's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above arrangement and any the conflicts of interest these arrangements create.**

2. Zeo does not receive referrals from broker-dealers.
3. Zeo does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Zeo will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Zeo. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

**Please Note:** In the event that the client directs Zeo to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined

to effect account transactions through alternative clearing arrangements that may be available through Zeo. Higher transaction costs adversely impact account performance. **Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

**Zeo's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above arrangement.**

- B. To the extent that Zeo provides investment advisory services to its clients, the transactions for each client account generally will be effected independently, unless Zeo decides to purchase or sell the same securities for several clients at approximately the same time. Zeo may (but is not obligated to) combine or “bunch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Zeo’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Zeo shall not receive any additional compensation or remuneration because of such aggregation.

### **Item 13          Review of Accounts**

- A. Client account reviews are conducted on an ongoing basis by Zeo’s principal. All clients are advised that it remains their responsibility to advise Zeo of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Zeo on an annual basis.
- B. Zeo may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and upon client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Zeo also provides clients with a written periodic report summarizing account activity and performance.

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

- A. Please see Item 12.A.1 above, for a description of the additional benefits and services Zeo may receive from *US Bank*.
- B. Zeo does not compensate, directly or indirectly, any person, other than its representatives, for client referrals.

### **Item 15          Custody**

Zeo has the ability to have its advisory fee for clients debited by the custodian. Clients are provided, at least quarterly, with written transaction confirmation notices and regular

written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Zeo may also provide a written periodic report summarizing account activity and performance.

**Please Note:** Zeo provides clients with periodic account statements and clients should compare these statements with the account statements received from the custodian. Occasionally, there may be inconsistencies between the statements. **Please Also Note:** The account custodian does not verify the accuracy of Zeo's advisory fee calculation.

## **Item 16      Investment Discretion**

Clients can determine to engage Zeo to provide investment advisory services on a discretionary basis. Prior to Zeo assuming discretionary authority over a client's account, the client shall be required to execute an Investment Advisory Agreement granting Zeo full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name in their account.

Clients who engage Zeo on a discretionary basis can impose restrictions, **in writing**, on Zeo's discretionary authority (*e.g.*, limit the types or amounts of particular securities purchased for their account).

## **Item 17      Voting Client Securities**

Zeo votes client proxies. Although it is rare given that Zeo's investment recommendations are almost exclusively bonds, in the event that we do receive a client proxy to vote, we maintain the discretion to vote proxies on behalf of our clients. When we accept such responsibility, we will only cast proxy votes in a manner consistent with the best interest of our clients. Absent special circumstances, which are fully described in our Proxy Voting Policies and Procedures, all proxies will be voted consistent with guidelines established therein.

At any time, clients may contact us to direct the vote on a specific proxy vote, request information about how our firm voted proxies for that client's securities or to get a copy of our Proxy Voting Policies and Procedures. A brief summary of our Proxy Voting Policies and Procedures follows:

- Mr. Reddy will be responsible for monitoring corporate actions, making voting decisions in the best interest of clients, and ensuring that proxies are submitted in a timely manner.
- Mr. Reddy will generally vote proxies according to our then current Proxy Voting Guidelines. The Proxy Voting Guidelines include many specific examples of voting decisions for the types of proposals that are most frequently presented including: composition of the board of directors; approval of independent auditors; management and director compensation; anti-takeover mechanisms and related issues; changes to capital structure; corporate and social policy issues; and issues involving mutual funds.

- Although the Proxy Voting Guidelines are to be followed as a general policy, certain issues will be considered on a case-by-case basis based on the relevant facts and circumstances. Since corporate governance issues are diverse and continually evolving, we shall devote an appropriate amount of time and resources to monitor these changes.
- In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that we maintain with persons having an interest in the outcome of certain votes, we will take appropriate steps to ensure that proxy voting decisions are made in the best interest of our clients and are not the product of such conflict.

Except for proxy voting, Zeo will not be responsible for any other actions regarding the assets that it manages. Rather, each client retains the exclusive right and responsibility to take any actions with respect to any legal proceedings, including without limitation, bankruptcies and shareholder litigation, and the right to initiate or pursue any legal proceedings, including without limitation, shareholder litigation, including with respect to transactions, securities or other investments held in the client's account or the issuers thereof. Zeo is not obligated to render any advice or take any action on a client's behalf with respect to securities or other property held in the client's account, or the issuers thereof, which become the subject of any legal proceedings, including without limitation, bankruptcies and shareholder litigation, to which any securities or other investments held or previously held in the account, or the issuers thereof, become subject.

#### **Item 18      Financial Information**

- A. Zeo does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. Zeo is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Zeo has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: Zeo's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.**