

DFPG Investments, Inc.

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Disclosure Brochure (Form ADV Part 2A)

Web SiteAddress: www.dfpg.com
FINRA IARD Number: 155576

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This Brochure provides information about the qualifications and business practices of DFPG Investments, Inc. If you have any questions about the contents of this Brochure, please contact DFPG at 801.838.9999. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission, FINRA, or by any state or local securities authority.

Within this Disclosure Brochure, firm and/or its investment advisor representatives may be referred to as a “registered investment advisor” or described as being “registered”. Please note that such registration is not meant to imply a certain level of skill or training.

Additional information about DFPG Investments, Inc. (“DFPG Investments,” “DFPG,” or the “Firm”) also is available on the United States Securities and Exchange Commission’s website at www.adviserinfo.sec.gov. For ease of search on the aforementioned website, please utilize the DFPG’s CRD/IARD number 155576.

ITEM 2 – SUMMARY OF MATERIAL CHANGES

DFPG Investments' Form ADV Part 2A disclosure brochure was last filed on February 28, 2017. Recent changes include:

- DFPG has grown to include 94 broker-dealer representatives and associates, 36 of which are also investment advisor representatives of DFPG Investments, and total combined assets between the broker-dealer and registered investment advisor divisions of approximately \$1,529,593,000, as of June 30, 2017;
- On June 2, 2016, DFPG switched its registration from state to federal registration with the United States Securities and Exchange Commission; and
- On November 21, 2016, DFPG moved its primary physical location from 406 W. South Jordan Parkway, Suite 240, South Jordan, UT 84095 to 9017 S Riverside Drive (700 W), Suite 210, Sandy, UT 84070.

The most current version of DFPG Investments' Form ADV Part 2A Firm Brochure is always available upon request by calling the Firm's Compliance Department at 801.838.9999.

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ITEM 4 – ADVISORY BUSINESS

DFPG Investments, Inc. is a United States Securities and Exchange Commission (“SEC”) registered investment advisor and broker-dealer. The company was formed in October 2010 and is headquartered in Sandy, Utah. DFPG Investments’ broker-dealer became an approved FINRA member firm in May 2011 and DFPG Investments’ registered investment advisor began operations in January 2015. DFPG Investments’ principal owners are Daniel J. Luke, Ryan O. Smith and Michael A. Bendix. Mr. Luke and Mr. Smith are also owners of a branch office of DFPG Investments, Diversify, Inc., which was formed in 2004. Mr. Bendix is also owner of a branch office of DFPG Investments, Bridge Equities, Inc., which was formed in 2011.

As of June 30, 2017, DFPG Investments’ broker-dealer division had investment assets that totaled approximately \$1,236,883,000. As of June 30, 2017, DFPG’s registered investment advisor division had total assets under management of approximately \$292,710,000, for which DFPG Investments had discretionary authority over \$291,955,000.

DFPG strives to provide personal attention and professional service to all Clients, incorporating an honest, diligent and ethical approach. DFPG also strives to maintain a level of integrity that puts its Clients’ needs ahead of its own. DFPG Investments will provide investment advisory services to Clients through individual accounts, joint accounts, IRA’s, trusts, employee benefit plans, and other types of legal entities. DFPG provides investment advice primarily in mutual funds, equities, bond funds, real estate securities, private equity, and ETFs, but is certainly capable of providing advice on a host of other investment types as well.

Advisory Services

FINANCIAL PLANNING SERVICES

Financial planning is the process of meeting life goals through the proper management of your finances. These life goals can include buying a first or second home, saving for your children’s education, accumulating wealth in your investment portfolio, or planning for retirement. Financial planning and the related analysis is a multi-step process that provides you with two important things: An in-depth review of your current financial situation and a blueprint that shows you how to potentially achieve your goals and objectives for the future. Financial planning is an ongoing process, not a single event.

DFPG Investments capitalizes on the Firm’s investment review process and due diligence expertise to serve Clients in an advisory capacity. DFPG’s financial planning services focus on asset portfolios, diversification and related risk-management solutions to find solutions with a goal of wealth accumulation. DFPG offers advice in an effort to protect you and your family from financial risks including those associated with loss of employment, premature death, or simply significant downturns in the market. With a plan, DFPG seeks to keep your income tax burden to the lowest level possible, use leverage wisely, and provide diversification to your portfolio and investment strategy.

CONSULTING SERVICES

DFPG Investments offers Clients access to advisory consulting services, which includes general investment and product-based education. This service also includes investment guidance as it relates to various securities and their specific features and risks.

PORTFOLIO/INVESTMENT MANAGEMENT SERVICES

DFPG Investments offers portfolio/investment management services on both a discretionary and non-discretionary basis as granted by the Client in the Investment Management Agreement. Clients selecting discretionary services will grant DFPG Investments the authority to purchase and sell securities and other investment instruments in the account, while implementing asset allocations strategies and product strategies that are aligned with the individual or entity’s investment profile. DFPG will also have the authority to retain third parties or sub-advisors, which may include affiliates of DFPG, to perform any of the duties or obligations of DFPG under the Investment Management Agreement. Clients selecting non-discretionary portfolio/investment management dictate that DFPG’s recommendations and investment decisions must be preceded by approval from the Client.

DFPG offers customized portfolio/investment management to individuals, families, trusts, institutions as well as other legal registration types. Investment portfolios are developed to meet the Client’s objectives and risk requirements, which are

determined in advance with the Client. Every investment portfolio is designed and structured to meet both the short and long-term financial objectives of the Client. DFPG believes that the best way for Clients to potentially achieve their long-term investment goals is through a disciplined approach incorporating time-honored principles of investing: diversification, asset allocation, quality, and patience.

DFPG's Investment Advisor Representatives ("IARs") customize a portfolio strategy based on your plan, focusing on long-term returns while being keenly aware of short-term market volatility and the fundamental relationship between your tolerance for risk and reward. In developing your portfolio management strategy, DFPG's representatives take into account a number of factors including your investment goals, your time horizon, your risk tolerance, the tax impact of the strategy, your liquidity needs, economic conditions, various market exposures, and any reasonable investment guidelines or restrictions you provide.

DFPG Investments offers its portfolio/investment management services through several platforms, which are more fully described below.

Advisor Managed Solutions ("AMS") Platform

The AMS Platform offers the investment advisor representative ("IAR") full or limited trading authority to manage the assets and allocations in Client's account(s). The IAR acts as the direct manager, and does not employ the use of third-party managers. For the IAR to manage the account(s) appropriately, DFPG requires that the Client complete a New Account Form, Financial Statement, Investment Management Agreement, and Investment Policy Statement. These documents will be used to collect the Client's basic financial information, risk tolerance, time horizon, and other facts that will be used to guide the decisions the IAR makes in managing the accounts. To obtain full trading authority, the IAR must obtain the Client's consent on the DFPG Investment Management Agreement form.

Assets will be held at a qualified, DFPG-approved custodian. To implement an AMS Platform account, DFPG and/or the IAR may utilize third-party technology solutions to provide services such as consolidated billing and reporting, or trade management.

AMS Equity Plus ("AMS+") Platform

Similar to the standard AMS Platforms, the AMS Equity Plus Platform offers the IAR full or limited trading authority to manage the assets and allocations in Client's account(s); however, the AMS Equity Plus platform is distinct from the standard AMS platform, and was designed with actively managed equity strategies in mind. The AMS+ Platform is a Wrap Fee Program in which the Client pays one total fee, as a percentage of value of assets in the program, which covers items that might otherwise be charged separately such as brokerage commissions or individual ticket charges, custody fees, etc. More information on this program can be found in DFPG's Wrap Fee Program Brochure.

RBC Managed Solutions ("RMS") Platform

The RMS platform provides clearing and custody services through DFPG's relationship with RBC Correspondent Services ("RBC"), and the utilization of various third-party managers available through RBC. RBC has performed initial due diligence on all available third-party managers. In addition, DFPG performs initial and ongoing due diligence on its selection of preferred RBC managers.

The Client and IAR will work together to select one or multiple managers' strategies in an effort to best achieve the Client's financial goals. To accomplish this, the IAR will be required to obtain from the Client a New Account Form, Financial Statement, Investment Management Agreement, and Investment Policy Statement. DFPG and/or the IAR has authority to establish, modify, or terminate relationships with third parties, which may include affiliates of the Advisor, third-party managers, or subadvisors, as appropriate.

To implement an RMS Platform account, DFPG and/or the IAR may utilize third-party technology solutions to provide services such as consolidated billing and reporting, or trade management.

Outside Manager Solutions (“OMS”) Platform

The OMS platform allows the IAR to utilize third-party managers or subadvisors that are not available through RBC, which are referred to as “outside managers.” DFPG will conduct due diligence on any potential outside managers prior to engagement. Those outside managers who are approved will also be subject to ongoing due diligence. The assets in the account(s) will be held at a qualified, DFPG-approved custodian, other than RBC.

The Client and IAR will work together to select one or multiple managers’ strategies in an effort to best achieve the Client’s financial goals. To accomplish this, the IAR will be required to obtain from the Client a New Account Form, Financial Statement, Investment Management Agreement, and Investment Policy Statement. The Advisor has authority to establish, modify, or terminate relationships with third parties, which may include affiliates of the Advisor, third-party managers, or subadvisors as appropriate.

To implement an OMS Platform account, DFPG and/or the IAR may utilize third-party technology solutions to provide services such as consolidated billing and reporting, or trade management.

Indexed Managed Solutions (“IMS”) Platform

The IMS platform provides clearing and custody services through DFPG’s relationship with RBC, utilizing index-based third-party manager models. DFPG & RBC have performed initial due diligence on these strategies and DFPG also performs ongoing due diligence.

The Client and IAR will work together to select one or multiple models in an effort to best achieve the Client’s financial goals. To accomplish this, the IAR will be required to obtain from the Client a New Account Form, Financial Statement, Investment Management Agreement, and Investment Policy Statement.

To implement an IMS Platform account, DFPG and/or the IAR may utilize third-party technology solutions, in conjunction with RBC and its partners, such as NextCapital Software, Inc. to provide services such as rebalancing, trade management, billing and reporting.

Tailoring of Advisory Services

DFPG Investments tailors its advisory services to the individual needs of its Clients. IARs begin by gathering information about the Client’s personal financial situation and then meet with the Client to clarify and confirm the financial information and determine each Client’s specific goals, objectives, needs, and risk tolerance. Then, the IAR recommends a proper asset allocation based on the Client’s personal financial situation. The IAR then sets out to build an intelligent and efficient plan for each Client.

Clients may impose limitations or restrictions on investing in certain securities or types of securities by providing separate written instruction to DFPG Investments. However, DFPG reserves the right not to enter into a contract with a prospective Client, or to terminate an agreement with an existing Client, if the proposed limitation or restriction is likely, in DFPG’s opinion, to impair its ability to effectively provide services to the Client.

Wrap Fee Programs

As mentioned above, DFPG Investments provides a Wrap Fee Program referred to as the AMS Equity Plus (“AMS+”) Platform. Under the Program, DFPG offers portfolio/investment management services on a discretionary basis as granted by the clients in the Investment Management Agreement. The IAR’s discretion will include the authority to purchase and sell securities and other investment instruments in the account, while implementing asset allocation strategies and product strategies that are aligned with the Client’s investment profile.

Unlike non-wrap accounts where clients will pay brokerage commissions or transaction charges, in a wrap account the Client pays one total fee for management, brokerage, and custody. DFPG does not manage wrap fee accounts in a different manner than non-wrap fee accounts, as DFPG and its IARs tailor their portfolio/investment management strategies to the individual needs of each Client regardless of the Platform the Client chooses. Both DFPG and the IAR will receive a portion of the wrap fee for its services. More information on the Wrap Fee Program is available in DFPG’s Wrap Fee Program Brochure, which can be provided upon request.

Assets Under Management

As of June 30, 2017, DFPG's investment advisor division managed approximately:

- \$291,955,000 in Client assets on a discretionary basis
- \$755,000 in Client assets on a non-discretionary basis
- \$292,710,000 total Client assets.

In addition, as of June 30, 2017, DFPG managed \$1,236,883,000 through its broker-dealer division.

ITEM 5 – FEES AND COMPENSATION

DFPG Investments is compensated for services based on Clients' assets under management. The fees and other charges the Client pays will vary depending on which Platform or service the Client selects. Clients should be aware that because the compensation DFPG and the IAR receive will differ depending on which management Platform the Client selects, DFPG and the IAR may have financial incentive to recommend a particular Platform over other programs or services. Fees also vary depending on the particular IAR managing the Client's account and the Platform option that is chosen, and may be higher or lower than the fees other clients pay for similar services. It should be noted that while all fees charged by DFPG Investments are negotiable, the fees charged by other third parties, such as outside managers and custodians, may not be negotiable and are outside of the control of DFPG Investments.

When calculated by DFPG, Fees are due on the first day of the calendar quarter, and are based on the account's asset value as of the last business day of the prior calendar quarter. Fees are deducted directly from Client's assets, or charged by invoice, on a quarterly basis. Fees for accounts opened during the quarter, or for new assets deposited to the account(s) during the prior quarter, are prorated and billed on the next quarterly cycle. Changes to fee schedules generally become effective the following billing cycle. The fee schedules applicable to each Platform are described below.

PORTFOLIO/INVESTMENT MANAGEMENT FEE SCHEDULES

Advisor Managed Solutions ("AMS") Platform

AMS accounts are charged an Advisory Fee negotiated between the client and the IAR, subject to a maximum annual rate of 2.0%.

This Advisory Fee is billed in advance on a quarterly basis based on the market value of the assets in the account as valued by the custodian and may include prorated fees for assets deposited to the account during the prior quarter.

Upon payment, the Advisory Fee is divided into two portions. First, DFPG retains up to 0.17% of the Advisory Fee for administrative and other services. DFPG shares the remaining portion of the Advisory Fee with the IAR, based on the agreement between the IAR and DFPG.

The Advisory Fee does not include other possible fees, such as custodian fees, underlying investment fees, or other third-party fees.

When applicable, a trading fee is charged per trade in AMS Platform accounts at RBC, as reflected in the table below. Trades may also be subject to nominal SEC charges at the custodian.

Equities/ETFs/UITs	Fixed Income	Options
\$15	\$25 + \$1.25 / bond	\$20 + \$1.25 / contract (\$3 contract min)

AMS Equity Plus (“AMS+”) Platform

The AMS+ Platform is a wrap fee program, and is discussed in more detail in DFPG’s Wrap Fee Program Brochure.

RBC Managed Solutions (“RMS”) Platform

RMS accounts are charged an Advisory Fee negotiated between the client and the IAR, subject to a maximum annual rate of 2.0%.

RMS accounts require that at least one third-party money manager be selected. As a result, RMS accounts are also charged management, trade overlay, or other fees for the implementation of the third-party managers’ strategy or strategies. These fees will be disclosed separately, at or before the time of account opening, and included in the total fee charged at the custodian.

This Advisory Fee is billed in advance on a quarterly basis based on the market value of the assets in the account as valued by the custodian and may include prorated fees for assets deposited to the account during the prior quarter. The Advisory Fee is a flat negotiated fee.

Upon payment, the Advisory Fee is divided into two portions. First, DFPG retains up to 0.35% of the Advisory Fee for administrative and other services, including the coverage of costs charged to DFPG by RBC for custody, clearing, and trade execution. DFPG shares the remaining portion of the Advisory Fee with the IAR, based on the agreement between the IAR and DFPG.

Index Managed Solutions (“IMS”) Platform

IMS accounts are charged a flat Advisory Fee of 1.0%.

This Advisory Fee is billed in advance on a quarterly basis based on the market value of the assets in the account as valued by the custodian and may include prorated fees for assets deposited to the account during the prior quarter.

Upon payment, the Advisory Fee is divided into two portions. First, DFPG and RBC retain up to 0.25% of the Advisory Fee for administrative services such as billing, trading, and rebalancing. DFPG shares the remaining portion of the Advisory Fee with the IAR, based on the agreement between the IAR and DFPG.

Outside Manager Solutions (“OMS”) Platform

OMS accounts are billed by the outside money manager, not DFPG, according to the schedule and structure of the particular outside money manager(s) selected. The total fee billed by the outside money manager typically includes a portion remunerated to DFPG as the Advisory Fee.

The Advisory Fee is negotiated between the client and the IAR, subject to a maximum annual rate of 2.0% imposed by DFPG. The Advisory Fee may be subject to even lower maximums imposed by the outside manager(s).

Upon payment, the Advisory Fee is divided into two portions. First, DFPG retains up to 0.10% of the Advisory Fee for administrative and other services. DFPG shares the remaining portion of the Advisory Fee with the IAR, based on the agreement between the IAR and DFPG.

OMS accounts may also be charged other fees by the outside manager(s) and/or custodian(s). These outside managers’ or custodians’ fees will be disclosed and agreed to separately, at or before the time of account opening.

FINANCIAL PLANNING AND CONSULTING FEES

Clients may, at their own discretion, choose to be charged an hourly or fixed project-based fee for certain consulting, advisory, and/or financial planning services. The hourly fee will be set at a maximum of \$400 per hour, to be negotiated between the Client and IAR, and is payable as fifty percent (50%) in advance and the balance due upon the completion of services. The hours and related services vary depending on the scope of services provided, complexity of the process undertaken, types of issues addressed, and frequency of services rendered.

Such fees and the related services will be outlined and enumerated within an agreement titled “DFPG Investments Agreement for Financial Planning & Consulting Services” or within a separate agreement. Financial planning, Consulting, and Advisory Fees do not include fees incurred by the Client with other professionals (i.e. personal attorney, accountant, etc.) in connection with the financial planning, consulting, and advisory processes.

As enumerated within the Agreement for Financial Planning & Consulting, fixed project fees will be based on the estimated hours needed to complete the financial planning services. DFPG will discuss in advance with each Client the amount of time estimated to complete the project and the associated cost (ex: number of hours X \$400.00 per hour). Clients will be notified either electronically or by written hard copy in the event that additional material hours are required to complete the project, above what was initially discussed. DFPG Investments, Inc. anticipates that in all cases, the project will be completed in less than six (6) months.

Clients will be billed either in accordance with the Portfolio/Investment Management Fee Schedule or with the billing provisions as stated in the Financial Planning Fees and Consulting Fees section as selected solely by the Client.

Other Fees and Expenses

The account custodian will also charge fees, which are in addition to and separate from the Investment Advisory Fee. Custodians may charge accounts for various transaction costs, wire transfers, expedited shipping, retirement plans and administration fees. Client will be solely responsible for paying all fees or charges of the custodian.

In addition, some mutual fund assets deposited in the account may be subject to deferred sales charges and 12(b)-1 fees, and other mutual fund annual expenses as described in each fund’s prospectus. DFPG or the custodian may receive distribution or service (“trail”) fees from the sale of certain mutual funds (including money market funds) pursuant to a 12(b)-1 distribution plan or other such plan as compensation for distribution or administrative services, which are distributed from the fund’s total assets. This presents a conflict of interest in that DFPG has a financial incentive to recommend a mutual fund that pays these fees. However, it is DFPG’s policy to discourage its IARs, whenever possible, from transacting in mutual fund share classes that contain these fees. DFPG may recommend no-load mutual funds and exchange traded funds (ETFs) which also charge their own internal management fees, which are disclosed in the fund’s prospectus.

Depending upon the platform selected by the Client, the Client may also be subject to fees from third-party money managers, which would be in addition to the Advisory Fee paid to DFPG.

Advisory Clients should also note that fees for comparable services vary and lower fees for comparable services may be available from other sources.

Payment and Billing

Fees must be paid quarterly and are negotiable based on a number of factors including, but not limited to, longevity of the account, the type of Client, whether the Client wishes to impose restrictions on DFPG’s discretionary investment authority, the amount of assets under management with DFPG, and other business considerations. Depending on the Platform(s) chosen by Client, accounts may be aggregated for pricing discounts. Whether the fee shall be paid in advance or arrears will also depend upon the Platform(s) chosen by Client and any third-party money managers utilized by DFPG in the fulfillment of its obligations under the terms of the Investment Management Agreement. Accounts opened or closed during a given calendar quarter may be prorated or rebated, as appropriate, depending on whether the account is billed in advance or arrears. Changes to fee schedules generally become effective the following billing cycle.

The agreements for financial planning and portfolio/investment management services shall continue in effect until terminated by either party by giving to the other party written notice at least thirty (30) days prior to the date on which the termination is to be effective (“Effective Termination”), and any prepaid, unearned fees will be promptly refunded. (The Client will be charged only a pro-rated portion of the pre-paid quarterly fee, calculated from the first day in the quarter up until the date of Effective Termination.)

There will be no termination fee; however, Client accounts are subject to a cost of reimbursement of fees, charged by the custodian, related to transferring the account and the custodian may impose a fee to close the account. Client has the right to terminate the contract without penalty within five (5) business days after entering into the agreement. If the Client terminates the contract on this basis, all fees paid by the Client will be refunded.

Upon termination of the agreement, neither DFPG Investments nor its IARs will have any obligation to recommend or take any action with regard to the securities, cash or other investments in the account. If Client is a natural person, the death, disability or incompetency of Client will not terminate or change the terms of the agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate the agreement by giving written notice to the IAR.

Conflicts of Interest

Certain IARs of DFPG Investments are also registered representatives of DFPG Investments' broker-dealer division and/or Cedar Crest Advisors, LLC, an affiliated FINRA member broker-dealer, as well as insurance agents offering insurance products and services. These representatives and agents may recommend securities, insurance, variable annuities, or other investment products that could potentially generate commissions and other forms of compensation rather than generating advisory fees. Clients should be aware that the receipt of broker-dealer commissions and other forms of compensation creates a conflict that impairs the objectivity of the persons making the recommendations. However, DFPG Investments does not permit its IARs to earn commissions or markups on securities and insurance purchased or sold when advisory fees are charged for management of the same assets.

DFPG Investments continuously monitors and reviews such activities and transactions to try to ensure that the securities transacted on behalf of Clients are selected for the appropriate reasons. However, it should be noted nonetheless that a conflict of interest does exist.

DFPG Investments and the IAR may be compensated differently depending on the Platform selected. There is a conflict of interest for DFPG and the IAR to recommend the services that offer a higher level of compensation due to either higher management fees or reduced administrative expenses. DFPG mitigates this conflict through its procedures of reviewing Client accounts relative to the Clients' financial situation to ensure the investment management service provided is appropriate. Furthermore, DFPG is committed to its obligation to ensure associated persons adhere to its Code of Ethics and to ensure that DFPG and its associated persons fulfill their fiduciary duty to clients or investors.

DFPG Investments' policy is to ensure that its investment advisory Clients' interests receive the highest priority at all time. To meet this end, DFPG utilizes the following policy guidelines:

1. DFPG discloses the existence of material conflicts of interest to its Clients;
2. DFPG makes Clients aware that they are under no obligation to purchase any recommended products from its IARs, and that Clients have the right to take their business elsewhere;
3. DFPG requires that all representatives and employees receive prior approval of all outside business activities;
4. DFPG supervisors review accounts and Client information to ensure that transactions are consistent with Client's financial objectives, goals, and risk tolerance;
5. DFPG Investments does not permit its IARs to earn commissions or markups on securities and insurance purchased or sold when advisory fees are charged for management of the same assets;
6. DFPG provides business ethics and compliance training to all representatives, supervisors and associated persons to reinforce the importance of ethical behavior and fiduciary responsibility; and
7. Although certain conflicts of interest do exist, DFPG's representatives strive to act in the Client's best interest at all times.

ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

DFPG Investments does not charge any performance-based fees (fees based on a share of capital gains or capital appreciation of the assets of a Client) or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. DFPG's fees are based on assets under management, which DFPG feels aligns its motivations with that of its Clients.

ITEM 7 – TYPES OF CLIENTS

DFPG Investments provides portfolio/investment management and financial planning services to individuals, high net worth individuals, corporations, pension and profit-sharing plans, trusts, charitable institutions, foundations, medical professionals, various business professionals, and small business owners.

ITEM 8 – METHODS OF ANALYSIS, STRATEGIES AND RISK OF LOSS

Investment Strategies

DFPG Investments' goal is to improve the lives of clients by delivering honest investment and wealth management services that create value through personal relationships, a truly independent approach, and a properly diversified portfolio.

DFPG's financial plans seek to protect assets, potentially increase portfolio value, and anticipate future income needs. In addition, DFPG strongly encourages clients to control debt, maintain sufficient reserves and stand prepared for various and unavoidable, market cycles.

DFPG believes its philosophy is unique, and the execution of that philosophy makes DFPG stand out from its competitors. DFPG's IARs work alongside clients to construct financial plans that are based on the client's financial goals and stated objectives. DFPG's IARs meet regularly with clients to review their investments, discuss their financial plan, answer questions, and measure progress.

DFPG believes that investments must be tactically diversified. This means that DFPG sees value in assisting clients in creating investment portfolios that are balanced with more than one type of product. To accomplish this, IARs utilize a broad base of investment offerings, selecting only those that are analyzed through DFPG's proprietary due diligence model.

DFPG believes in an investment strategy that seeks to mitigate the risks inherent in every type of investment through diversification. Although one can never fully eliminate the risks associated with making an investment, DFPG's philosophy and its team of financial advisors seek to navigate these risks by employing an informed strategy of portfolio diversification. It should be noted and carefully considered that strategies that are more aggressive in nature are generally accompanied by an increase in risk and carry with them a greater likelihood for loss, up to and including the loss of principal. (Please see below for additional risk disclosure.)

DFPG Investments' advisory services and strategies are provided on the basis of discussions with the Client regarding his or her goals, financial circumstances, investment objectives, and expected investment time horizon, and risk tolerance. Based on this information, and any additional data obtained from the Client, DFPG will assist the Client in determining the allocation of the Client's assets among investment classes in an attempt to meet his or her goals and objectives. DFPG will make a determination regarding the suitability of the allocation for the Client. If the allocation appears suitable, DFPG will execute transactions within the investment classes in a manner consistent with the Client's investment objectives and allocation.

DFPG's services may include financial planning. These services involve preparation of financial plans and recommendations as to the allocation of present financial resources among different types of assets, including investments, savings, and insurance, with a view toward better correlation of the assets with the Client's financial planning goals.

Depending on the Platform selected by the Client, the Client's account may be managed by a third-party manager or subadvisor. Although the third-party manager or subadvisor is responsible for its own investment methodology and strategy, DFPG will review the strategy being employed in managing the Client's account to determine if it appears suitable based on the Client's goals, financial circumstances, investment objectives, expected investment time horizon, and risk tolerance. In such circumstances, DFPG will have the authority to establish, modify, or terminate relationships with third parties, which may include affiliates of the Advisor, third-party managers, or subadvisors, who may be retained to perform any of the duties or obligations of DFPG under the Investment Management Agreement. DFPG will also have the authority to perform any and all other acts in its judgment necessary or appropriate for the management of the Client's account, or are necessary to enable DFPG to carry out its obligations under the Investment Management Agreement without obtaining the prior approval or direction of the Client.

Risk of Loss

Please be aware that investing in securities involves risk of loss that you should be prepared to bear. DFPG does not represent or guarantee that its services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from losses due to market corrections or declines. DFPG also cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future results. All investments involve risk, including the potential loss of initial capital invested. Investors face risks including, but not limited to, the following:

Market and Economic Risk

This is the risk that the value of securities owned by an investor may go up or down, sometimes rapidly or unpredictably, due to changes in economic and market conditions. The value of a security held in an account may change in response to developments affecting entire economies, markets or industries, including changes in interest rates, political and legal developments, changes in Federal Reserve policy, and general market volatility.

Interest Rate Risk

This is the risk that fixed income securities will decline in value because of an increase in interest rates; a bond or a fixed income fund with a longer duration will be more sensitive to changes in interest rates than a bond or bond fund with a shorter duration.

Liquidity Risk

This is the risk that a lack of demand in the marketplace, or other factors, may result in an inability to sell some or all of the investments promptly, or only being able to sell investments at less than desired prices. In some cases, no secondary market for a security exists, making the security completely illiquid.

Credit Risk

This is the risk that an investor could lose money if the issuer or guarantor of a fixed income security is unable or unwilling to meet its financial obligations.

Inflation Risk

This is the risk that the value of assets or investment income will decrease as inflation decreases the purchasing power of a currency.

Material Risks Associated with Specific Securities Types

DFPG Investments provides advisory advice and services for several securities types including mutual funds, equities, bond funds, real estate securities, private equity, and ETFs. As previously mentioned, all investments involve some degree of risk. The risks associated with investing in stocks and mutual funds, and overweighing small company and value stocks, may potentially include increased volatility (up and down movement in the value of your assets) and possible loss of principal. Small cap stocks may be less liquid than large-cap stocks. Foreign securities involve additional risks including foreign currency changes, taxes, and different accounting and financial reporting methods.

Closed-end mutual funds, like open-end mutual funds, involve general market risk. Risk associated with closed-end funds also include liquidity risk, credit risk, volatility and the risk of magnified losses resulting from the use of leverage.

Bond funds have their own terms, interest rates, and maturity dates. As such bond funds are subject to very specific risks such as price fluctuation (interest rate risk), credit risk, opportunity cost risk, inflation risk, call risk, reinvestment risk, rating downgrades, liquidity risk (mostly corporate bonds), and default risk.

Exchange Traded Funds (ETFs), like other investment types, have their own specific risks which include, but are not limited to, market risk, liquidity risk, concentration risk, interest rate risk (bond ETFs), foreign investment risk, tracking error risk, index matching risk, narrowly focused ETF risk, as well as the cost of fees, commissions, and transactional costs.

Additionally, leveraged or inverse ETFs have heightened levels of risk as they seek to return multiples of the performance of whatever index or benchmark they are tracking. They may be less tax-efficient and may have higher costs. Leveraged or inverse ETFs are complex products requiring a high degree of investor sophistication.

ITEM 9 – DISCIPLINARY INFORMATION

DFPG Investments, the advisory firm, does not have any legal or disciplinary events that are material to a Client's or prospective Client's evaluation of its advisory business or the integrity of its management.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

DFPG Investments, Inc. is registered broker-dealer and member of FINRA, and certain DFPG IARs are also registered as securities representatives (broker-dealer agents) of the broker-dealer. In addition, certain officers of DFPG Investments, Inc. are also officers of Cedar Crest Advisors, LLC, an affiliated FINRA member broker-dealer, which was approved to commence business operations on approximately January 13, 2016.

IARs that are also registered representatives of the broker-dealer division of DFPG may recommend securities, insurance, variable annuities, or other investment products that could potentially generate commissions and other forms of compensation rather than generating advisory fees. Clients should be aware that the receipt of broker-dealer commissions and other forms of compensation will create a conflict of interest that will impair the objectivity of the persons making the recommendations. However, DFPG Investments does not permit its IARs to earn commissions or markups on securities and insurance purchased or sold when advisory fees are charged for management of the same assets.

Neither DFPG Investments nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities. In addition, neither DFPG Investments nor any of its management persons have a material relationship or arrangement with a municipal securities dealer, government securities dealer or broker, investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," offshore fund), futures commission merchant, commodity pool operator, commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, pension consultant, real estate broker or dealer.

Various IARs of DFPG are also insurance agents/brokers of DFPG Insurance, Inc., Diversify Insurance, Inc. (affiliated companies), and/or another insurance agency. In this capacity, IARs of DFPG Investments may also recommend insurance products and receive normal insurance transaction income. As a result, a conflict of interest similar to that described above will arise. DFPG Insurance Inc., Diversify Insurance, Inc. and DFPG Investments, Inc. are under common control.

In addition, DFPG Investments may recommend third-party money managers from time to time, and could directly or indirectly receive compensation from those money managers. In such a case, a conflict of interest will exist in that DFPG Investments will be motivated to recommend the services of that particular money manager due to the potential compensation it may receive.

ADDRESSING CONFLICTS OF INTEREST

DFPG Investments' policy is to ensure that its investment advisory Clients' interests receive the highest priority at all time. To meet this end, DFPG utilizes the following policy guidelines:

1. DFPG discloses the existence of material conflicts of interest to its Clients.
2. DFPG makes Clients aware that they are under no obligation to purchase any recommended products from its IARs, and that Clients have the right to take their business elsewhere.
3. DFPG requires that all representatives and employees receive prior approval of all outside business activities.

4. DFPG supervisors review accounts and Client information to ensure that transactions are consistent with each Client's financial objectives, goals and risk tolerance.
5. DFPG Investments does not permit its IARs to earn commissions or markups on securities and insurance purchased or sold when advisory fees are charged for management of the same assets.
6. DFPG provides business ethics and compliance training to all representatives, supervisors and associated persons to reinforce the importance of ethical behavior and fiduciary responsibility.
7. Although certain conflicts of interest do exist, DFPG's representatives strive to act in the Client's best interest at all times.

ITEM 11 – CODE OF ETHICS

DFPG has adopted a Code of Ethics ("COE") for all supervised persons of the Firm describing its high standard of business conduct and fiduciary duty to its Clients. DFPG Investments' IARs are required to follow DFPG's COE. The COE includes the following:

- A duty to place the Client's needs above their own, as fits their fiduciary responsibility;
- The confidentiality of Client information;
- A prohibition on insider trading;
- Restrictions on the acceptance of significant gifts; and
- Personal securities trading procedures.

All supervised persons at DFPG Investments must acknowledge the terms of the COE annually, or as amended.

In certain circumstances, IARs may hold investment positions that DFPG also recommends Clients or prospective Clients purchase. Subject to satisfying this policy and applicable laws, officers, directors, and employees of DFPG Investments and its affiliates may personally invest their own funds using the same or similar strategies recommended to Clients. DFPG believes that this practice helps to align its interests more closely with that of its Clients.

The COE is designed to assure that the personal securities transactions, activities, and interests of the employees of DFPG Investments will not interfere with (i) making decisions in the best interest of advisory Clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the COE, certain classes of securities have been designated as exempt transactions based on a determination that these would not materially interfere with the best interest of DFPG's Clients. In addition, the COE requires pre-clearance of certain transactions, and restrict trading in close proximity to Client trading activity. Nonetheless, because the COE in some circumstances would permit employees to invest in the same securities as Clients, there is a possibility that employees might benefit from market activity by a Client in a security held by an employee.

In addition, a conflict could exist in extreme circumstances wherein a representative purchases or sells a security and recommends the purchase or sale of that security to his or her Clients, thereby artificially creating interest and driving the price of the subject security up or down. While this practice known as "front-running" is difficult to accomplish practically unless a very high volume of securities transactions are effected, front-running is in direct violation of the rules, regulations and guidelines of both the SEC and FINRA. Furthermore, it is unethical and is prohibited by DFPG Investments. DFPG monitors and reviews the outside brokerage accounts and securities transactions of its representatives in an effort to ensure that front-running or other sales practice violations do not occur.

Representatives and employees of DFPG Investments may not effect transactions for their own accounts when it is adverse to the Client's interest. DFPG representatives and employees may not buy or sell securities for their own account until transactions of securities in Clients' accounts are first completed. It is the expressed policy of DFPG that no representative or employee may purchase or sell any security prior to a transaction being implemented for an advisory account, thereby limiting the possibility that such representative or employee could benefit from transactions placed on behalf of advisory Clients.

DFPG Investments requires that persons associated with its advisory practice with access to advisory recommendations provide annual securities holdings reports and quarterly transaction reports to DFPG's Compliance Department for review and comparison against similar client transactions.

Neither DFPG nor its representatives buy or sell for Client accounts securities in which they have a material financial interest. DFPG does not sell securities held in its own accounts to Clients.

DFPG Investments' Clients or prospective Clients may request a copy of the firms' COE by contacting the firm's Compliance Department at 801.838.9999.

ITEM 12 – BROKERAGE PRACTICES

DFPG Investments typically recommends that Clients establish an account with RBC, Charles Schwab & Co., Inc. ("Charles Schwab"), or an equivalent qualified custodian, to maintain custody of Clients' assets and provide other brokerage services. DFPG's goal is to streamline procedures and achieve operational efficiencies for the Client's benefit utilizing RBC and Charles Schwab's services. However, it is possible that the practice of recommending RBC and Charles Schwab as custodians result in higher execution costs for Client transactions than could potentially be charged by another firm. While DFPG strives to achieve best execution for Client transactions and act in the Client's best interest at all times, a conflict will nonetheless exist.

Soft Dollar Benefits

RBC and Charles Schwab make available to DFPG Investments other products and services ("soft dollar benefits") that benefit DFPG but may not benefit its Clients' accounts. Some of these other products and services assist DFPG in managing and administering Clients' accounts. These include software and other technology, allocation of aggregated trade orders for multiple Client accounts, research, pricing information and other market data, facilitation of payment of DFPG's fees from its Clients' accounts, and assistance with back-office functions, record keeping, and Client reporting. Many of these services are used to service all or a substantial number of DFPG's Clients' accounts.

RBC and Charles Schwab also make available to DFPG Investments other services intended to help DFPG manage and further develop its business enterprise. These services include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, and marketing. RBC and Charles Schwab may also make available, arrange, and/or pay for these types of services rendered to DFPG by independent third parties.

(See the U.S. Securities and Exchange Commissions' Inspection Report on the Soft Dollar Practices of Broker-Dealers, Investment Advisers and Mutual Funds dated September 22, 1998. A copy is available by calling DFPG Investments' Compliance Department at 801.838.9999.)

RBC and Charles Schwab may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third party providing these services to DFPG. Based on the availability of the aforementioned benefits and services, DFPG has an incentive to require that Clients use RBC or Charles Schwab, which is a conflict of interest. While a conflict of interest exists, DFPG representatives strive to act in the Client's best interest at all times.

It is likely that DFPG Investments from time to time will affect securities transactions and pay a commission that exceeds the commission another broker-dealer would have charged. Price is not the sole factor considered in evaluating best execution. DFPG also considers the quality of the brokerage services provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to its Clients and the Firm. In exchange for the level of quality this company provides, Clients may pay higher or lower commissions and/or trading costs than those that may be available elsewhere.

IARs, in their capacity as registered representatives of DFPG Investments broker-dealer division, may suggest that Clients implement recommendations through DFPG Investments' broker-dealer division. IARs would not charge a brokerage commission in addition to their customary advisory fee. Clients are under no obligation to purchase or sell securities through DFPG's broker-dealer division, and Clients have the right to take their business elsewhere.

Client Referrals

DFPG Investments may from time to time receive a referral from its broker-dealer division. In such a case, DFPG Investments would not be directly compensated in any manner for the referral.

Both the investment advisor division and the broker-dealer division of DFPG Investments have the common incentive to keep the various types of securities business within the same organization of affiliated companies. A conflict of interest is created in that the Client may pay higher fees and/or commissions than it would if they utilized another firm. The Client is, of course, under no obligation to utilize any of the services of DFPG Investments, and Clients have the right to take their business elsewhere.

DFPG Investments did not direct Client referrals to any other broker-dealer in its last fiscal year in return for compensation or reciprocal client referrals.

Directed Brokerage

The Client may direct DFPG to use a particular broker-dealer to execute some or all transactions for the account (subject DFPG's right to decline and/or terminate the engagement). In such event, the Client will negotiate terms and arrangements for the account with that broker-dealer, and DFPG will not seek better execution services or prices from other broker-dealers or be able to aggregate the Client's transactions, for execution through other broker-dealers, with orders for other accounts advised or managed by DFPG. As a result, the 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. In the event that the transactions for the account are effected through a broker-dealer that refers investment management Clients to DFPG, the potential for a conflict of interest may arise.

DFPG Investments may recommend, but not require, that the Client execute transactions through RBC, Charles Schwab, or its broker-dealer division due to the benefits these entities provide, such as their access to products, markets for securities being traded, and execution capabilities in the case of RBC and Charles Schwab. A conflict of interest is created in that it may be possible for a Client to pay less fees and/or commissions at another firm. While DFPG representatives strive to act in the Client's best interest at all times, a conflict will nonetheless exist.

Where practical and in the interest of best execution, orders to buy or sell a particular security that are placed through DFPG may be aggregated with other orders and executed as a "batch" order. With respect to the allocation of trades, DFPG shall not favor any account over any other and purchase or sale orders executed contemporaneously shall be allocated in a manner it deems equitable among the accounts involved. In some cases, prevailing trading activity may cause DFPG to receive various execution prices on the entire volume of any security sold for the accounts of its clients. In such cases, DFPG may, but shall not be obligated to, average the various prices and charge or credit the Client's account with the average price, even though the effect of this aggregation of price may sometimes work to the disadvantage of the account. When a "batch" order is only partially filled, the securities purchased will be allocated to the underlying accounts on a prorated basis or in a manner deemed equitable by DFPG. The IAR shall not receive any additional compensation or remuneration as a result of the aggregation of orders.

In no event is DFPG obligated to effect or place an order for any transaction for the Client that DFPG believes would violate any applicable state or federal law, rule, or regulation, or of the regulations of any regulatory or self-regulatory body to which DFPG or any of its affiliates is subject to at the time of the proposed transaction.

ITEM 13 – REVIEW OF ACCOUNTS

Client accounts are reviewed at regular intervals. Reviews of investment accounts typically look at portfolio consistency with regards to your risk tolerance, investment time horizon, performance objectives, and asset allocation instructions. Reviews also consist of covering account holdings, transactions, charges, and performance as provided on such statements and other account reports. Clients who also receive financial planning advice are reviewed on the same schedule. Reviews cover progress toward financial independence, anticipated distributions toward family legacy goals, anticipated distributions for social capital or charitable goals, as well as other goals communicated by the Client. In either type of review, accounts will also be reviewed upon notice of changes in a Client's circumstances.

Accounts are primarily reviewed by the IAR. In addition, DFPG Investments' compliance program includes the periodic review of a sample of customer accounts for consistency with a Client's risk tolerance, investment time horizon, performance objectives, and asset allocation instructions. There is currently no limitation placed on the number of accounts that can be reviewed by an associate. DFPG Investments does not generally review Client accounts "on other than a periodic basis"; however, it should be noted that the review of accounts would certainly be crisis driven based on economic, political, and world events.

Clients are provided monthly or quarterly account statements from RBC, Charles Schwab, or an equivalent qualified custodian depending on the activity in the account. Reports include details of Client holdings, asset allocation, and other transaction information. (Also see “Item 15 – Custody” for additional information on custodial and account statements.)

RBC, Charles Schwab, or the IAR may provide you with additional account review reports. Comparisons to market indices and account performance may be used to evaluate account performance in connection with these review reports. Information in these account review reports may be provided by Clients or third parties. DFPG Investments does not independently verify information provided by a custodian, Client or other third party, nor does DFPG guarantee the accuracy or validity of such information. DFPG Investments is not liable in connection with its use of any information provided by a Client, a custodian, or other third party in the account review reports. DFPG encourages the Client to review the statements from the custodian(s) for accuracy and inform DFPG if there are inconsistencies.

The foregoing information contained within Item 13 notwithstanding, it should be noted that DFPG Investments does not hold client funds or securities. Client accounts are held and maintained exclusively with a qualified custodian.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

DFPG Investments does not give compensation for investment advisory Client referrals. (See also the Client Referrals section of Item 12 for referrals made with an affiliated company without the receipt or payment of any form of compensation.)

DFPG has entered into agreements where it solicits clients and refers them to third-party investment advisors. These arrangements are considered part of the “OMS” advisory platform described above. The Client signs an IMA with DFPG and the third-party manager, and remains a client of DFPG. Per the IMA, DFPG maintains the authority to hire and fire the third-party manager and will monitor the manager’s performance. The third-party manager bills the account, and a portion of the fee is paid to DFPG, as outlined and agreed to by the client in the DFPG IMA.

DFPG’s policy is to discourage its IARs, whenever possible, from transacting business in advisory accounts that results in compensation to DFPG from third parties for investment advice or other advisory services. However, in some instances DFPG may receive economic benefit from someone who is not a Client for providing investment advice or other advisory services, as described in the Fees and Compensation section, above. In addition, IARs may receive benefits from third parties in the form of reasonable and limited business entertainment for which DFPG believes the benefit realized is negligible as does not present a significant conflict of interest.

In addition, as previously noted, some of DFPG’s representatives also receive compensation for insurance services and from brokerage commissions.

ITEM 15 – CUSTODY

DFPG Investments does not maintain direct custody of Client assets, meaning that DFPG does not physically hold Client funds or securities, nor maintain the authority to possess or access them. However, certain regulatory agencies or securities divisions have deemed that DFPG does maintain limited custody by virtue of the discretionary authority that DFPG maintains over some Client accounts, such as its ability to make withdrawals from Client accounts to pay its Advisory Fee.

Pursuant to the aforementioned limited custody, DFPG Investments (1) maintains written authorization from the Client to deduct advisory fees from the account held with the qualified custodian, and (2) may send the qualified custodian an invoice or statement of the amount to be deducted each time a fee is directly deducted from a Client account, depending on the Platform selected.

From a practical standpoint, Clients should be aware that they may receive account statements directly from a broker-dealer, bank, or qualified custodian other than DFPG Investments, and that Clients should review those statements very carefully.

In certain cases, DFPG Investments may also produce statements for its Clients. In the event that Client does receive a statement from a broker-dealer, bank, or qualified custodian as well as from DFPG Investments, DFPG urges Client to compare the statements

thoroughly for accuracy and consistency, and promptly contact their IAR if any discrepancy is noted. If you do not know who your IAR is, you may contact DFPG Investments, Inc. at 801-838-9999.

Please note that DFPG's statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

ITEM 16 – INVESTMENT DISCRETION

IARs of DFPG Investments may provide advisory services on a discretionary or non-discretionary basis. Clients grant this discretion in their Investment Management Agreement with DFPG. In cases where DFPG Investments has discretionary authority, DFPG has the authority to determine the type, amount, and the broker-dealer to be used for the purchase or sale of securities for a Client's account. This discretion is limited to trading within an account and does not include the ability to move assets out of an account. DFPG will also have the authority to retain third parties or sub-advisors, which may include affiliates of DFPG, to perform any of the duties or obligations of DFPG under the Investment Management Agreement.

In all cases, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular Client account. Any other limitations on the discretion will also be set forth in the Investment Management Agreement and Investment Policy Statement.

Clients may impose limitations or restrictions on investing in certain securities or types of securities. However, DFPG reserves the right not to enter into a contract with a prospective Client, or to terminate an agreement with an existing Client, if the proposed limitation or restriction is likely, in DFPG's opinion, to impair its ability to effectively provide services to the Client. Clients wishing to impose limitations or restrictions on investing in certain securities or types of securities may do so by providing specific written instructions as to the limitation or restriction, along with a Limited Power of Attorney, to their IAR as well as to the DFPG Compliance Department.

Clients selecting non-discretionary portfolio/investment management dictate that DFPG's recommendations and investment decisions must be preceded by approval from the Client.

ITEM 17– VOTING CLIENT SECURITIES

As a matter of Firm policy and practice, DFPG Investments does not have any authority to and does not vote proxies on behalf of advisory Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client portfolios. Clients will receive proxies directly from their custodian or transfer agent. Should DFPG inadvertently receive proxy information for a security held in Client's account, then DFPG will immediately forward such information on to Client, but will not take any further action with respect to the voting of such proxy. On occasion, when the Client specifically requests such advice, DFPG Investments may provide general advice to Clients regarding the Clients' voting of proxies.

ITEM 18 – FINANCIAL INFORMATION

DFPG Investments has not attached a balance sheet for its most recent fiscal year because DFPG has determined it does not maintain custody of Client funds or securities, nor does DFPG require prepayment of more than \$500 in fees per Client, six months or more in advance.

DFPG Investments does not foresee any financial condition that is reasonably likely to impair its ability to meet contractual commitments to its Clients. In addition, neither DFPG Investments nor any of its officers or management persons has been the subject of a bankruptcy petition at any time during the past ten years.