

# Mark J. Snyder Financial Services, Inc.

SEC File Number: 801 – 38888

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

### **Dated: March 30, 2018**

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This brochure provides information about the qualifications and business practices of Mark J. Snyder Financial Services, Inc. If you have any questions about the contents of this brochure, please contact us at (631) 289-4224 or [mark@markjsnyder.com](mailto:mark@markjsnyder.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 the Registrant is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

References herein to Mark J. Snyder Financial Services, Inc. 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**

There have been no material changes made to Mark J. Snyder Financial Services, Inc.'s disclosure statement since last year's Annual Amendment filing on March 16, 2017. However, in this disclosure statement, several additions and enhancements have been made at Items 4 and 5 including disclosure regarding the firm's advisory fees.

## **Item 3           Table of Contents**

Item 1	Cover Page.....	1
Item 2	Material Changes.....	2
Item 3	Table of Contents.....	2
Item 4	Advisory Business .....	3
Item 5	Fees and Compensation .....	10
Item 6	Performance-Based Fees and Side-by-Side Management .....	13
Item 7	Types of Clients.....	14
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss.....	14
Item 9	Disciplinary Information .....	16
Item 10	Other Financial Industry Activities and Affiliations .....	16
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	18
Item 12	Brokerage Practices .....	19
Item 13	Review of Accounts.....	21
Item 14	Client Referrals and Other Compensation .....	22
Item 15	Custody.....	22
Item 16	Investment Discretion.....	22
Item 17	Voting Client Securities.....	23
Item 18	Financial Information .....	23

## **Item 4            Advisory Business**

- A. Mark J. Snyder Financial Services, Inc. (the “Registrant”) is a corporation formed on March 5, 1991 in the State of New York. The Registrant became registered as an Investment Adviser Firm in March 5, 1991. The Registrant is principally owned by Mark J. Snyder, who also serves as the company’s President.
- B. As discussed below, the Registrant offers to its clients (individuals, business entities, trusts, estates and charitable organizations, pension and profit sharing plans, etc.) investment advisory services and retirement consulting services (if requested). Registrant **does not** provide comprehensive financial planning or related consulting services. To the extent specifically requested by a client, Registrant may provide limited financial planning consulting services. Any such consultation services, to the extent rendered, shall be rendered exclusively on an unsolicited basis, for which Registrant may determine to charge a mutually agreed upon fixed or hourly separate fee.

### **INVESTMENT ADVISORY SERVICES**

The client can determine to engage the Registrant to provide discretionary investment advisory services on a wrap or non-wrap *fee* basis as described below. If a client engages the Registrant on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon each client’s particular need. All wrap fee programs are provided by Royal Alliance (“*Royal*”) subject to the terms and conditions of those wrap fee program agreements. If the client determines to engage the Registrant on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, brokerage, custody). Before Registrant provides investment advisory services, an investment adviser representative will ascertain each client’s investment objectives. Thereafter, the Registrant will allocate investment assets consistent with the designated investment objectives. Once allocated, the Registrant provides ongoing monitoring and review of account performance and asset allocation as compared to client investment objectives.

### **NON-WRAP FEE BASIS**

The client can engage the Registrant to provide discretionary investment advisory services on a non-wrap *fee* basis. The Registrant’s annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under the management as set forth in Item 5 below.

### **VISION 2020 Wealth Management Program**

The Registrant offers individual portfolio management services to its advisory clients through the VISION2020 Wealth Management Program sponsored by and offered through Royal Alliance. The Registrant will provide continuous advice to a client regarding the investment of client funds based on the client’s individual needs. Through personal discussions in which a client’s goals and objectives are established, the Registrant develops and manages a portfolio based on these objectives. We manage these

advisory accounts on a discretionary basis. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

### **Advisor Managed Portfolios Program**

The Wealth Management Platform – Advisor Managed Portfolios Program (“Advisor Managed Portfolios”) provides investment management of your assets through the application of asset allocation planning software as well as the provision of execution, clearing and custodial services. Advisor Managed Portfolios provides risk tolerance assessment, efficient frontier plotting, fund profiling and performance data, and portfolio optimization and re-balancing tools. Utilizing these tools, and based on your responses to a risk tolerance questionnaire (“Questionnaire”) and discussions that we have together regarding, among other things, investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation, we construct a portfolio of investments. This portfolio may consist of mutual funds, exchange traded funds, equities, options, debt securities, variable life, variable annuity sub-accounts (certain restrictions may apply) and other investments. Each portfolio is designed to meet your individual needs, stated goals and objectives. Additionally, you have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio.

**For further Advisor Managed Portfolios details, please see the Advisor Managed Portfolios Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in Advisor Managed Portfolios. Please read it thoroughly before investing.**

**Please Note:** As indicated in the Vision2020 and Royal Wrap Fee Program Brochures, participation may cost more or less than purchasing such services separately. The fee charged by Registrant for participation may be higher or lower than those charged by other sponsors of comparable wrap fee programs along with brokerage and custodial services for a single, annual, asset-based advisory fee.

### **SMA and UMA Account Program**

The Wealth Management Platform – SMA and UMA Account Program (“Wealth Managed Account Program” or “WMAP”) provides clients the opportunity to invest their assets across multiple investment strategies and asset classes by implementing an asset allocation strategy. Sponsored by VISION2020 Wealth Management Corp. – an SEC-registered Investment Advisor (“Program Sponsor”), WMAP is a wrap account program that offers these advisory services.

The Registrant will present the client with a WMAP asset allocation model (“WMAP Model”) for client approval which will consist of: (1) Certain investment managers available in the program that provide asset allocation services in mutual funds or exchange traded funds who have agreements directly with Vision 2020 Wealth Management Corp. (“Strategists”), or (2) Third Party Managers (“Third Party Managers”) who will manage client funds according to a particular equity or fixed income model or strategy, (Together the Strategist and Third Party Managers are referred to as “WMAP Investment Managers”) or (3) no-load mutual funds (“Funds”), or (4) exchange traded funds (“ETFs”) or any combination thereof (individually or collectively, “WMAP Investments”). WMAP Investments will be managed according to the selected WMAP Model. WMAP Models consist of a separately managed account or a series of separately managed accounts (collectively, “SMA Account”) or a unified managed

account (“UMA Account”) as further described below. A WMAP Model will be suggested to the client based upon client responses to a risk tolerance questionnaire (“Questionnaire”) and/or discussion between Registrant and client regarding among other things, investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation. WMAP clients enter into an advisory client agreement (“Client Agreement”) with Registrant, as adviser, and Program Sponsor as co-adviser. Registrant will monitor the client’s WMAP Investments on an ongoing basis. Registrant and client will be responsible for determining initial and ongoing suitability. Program Sponsor has entered into a sub-agreement with Envestnet Asset Management, Inc. (“Envestnet”). Envestnet will perform due diligence and provide research on WMAP Investment Managers, construct and recommend asset allocation targets to be used in WMAP Models and provide a password protected web site and associated technology to assist Registrant and client with the selection and adjustment of WMAP Models. Additional Program Sponsor services are disclosed in the Client Agreement

**SMA Account:** An SMA Account may contain one or multiple WMAP Investment Managers with each WMAP Investment Manager investing according to a specific model or strategy and each in their own custodial account. The SMA account may also contain Funds, generally used to compliment the WMAP Investment Managers employed within the SMA Model and when the recommended allocation to an asset class is too small for a WMAP Investment Manager to manage. After discussion with the client and after the relevant information is processed, WMAP provides an asset allocation model which consists of asset allocation targets or sleeves across various asset classes and investment strategies. Registrant and the client complete the SMA Account by choosing which WMAP Investment Managers and Funds will be contained within each asset allocation sleeve. Upon suitability determinations made by Registrant and the client, Registrant may adjust the aforementioned asset allocation targets, within predetermined limits.

**UMA Account:** A UMA Account may contain one or multiple WMAP Investment Managers with each WMAP Investment Manager investing according to a specific model or strategy. The UMA Account may also contain Funds and ETFs. Unlike the SMA Account, all WMAP Investment Manager investments, Funds and ETFs will be held in a single custodial account. Overlay management can be provided to coordinate the trading activities of UMA Third Party Managers, rebalancing and to provide greater tax-efficiency. After discussion with the client and after the relevant information is processed, WMAP provides an asset allocation model which consists of asset allocation targets or sleeves across various asset classes and investment strategies. Registrant and the client complete the UMA Account by choosing which WMAP Investment Managers, Funds and ETFs will be contained within each asset allocation sleeve. Upon suitability determinations made by Registrant and client, Registrant may adjust the aforementioned asset allocation targets or create its own asset allocation model within predetermined limits.

All WMAP Investments will be held by the custodian designated in a customer agreement provided to client. The custodian will also serve as broker-dealer for securities transactions directed by WMAP Investment Managers. You will be charged an annual fee based upon the value of the Program assets you have under management which covers management, administrative and transaction costs (“Account Fee” or “Wrap Fee”). Depending upon the level of the Account Fee, the amount of portfolio activity in your Account, the value of custodial and other services provided under the Program and

other factors, the Wrap Fee may or may not exceed the aggregate cost of such services if they were to be provided to you separately.

**Participants in the VISION2020 Wealth Management Platform should refer to VISION2020 Wealth Management Corp.'s Firm Brochure or Wrap Fee Program Brochure (Part 2A of Form ADV) for additional information regarding the services and programs offered in this platform. For further SMA and UMA Program details please see the SMA & UMA Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in the SMA/UMA Program. Please read it thoroughly before investing.**

#### **RETIREMENT PLANNING AND CONSULTING**

To the extent specifically requested by client, Registrant *may* provide its clients with retirement planning consulting services. Registrant will charge a fee (fixed fee and/or hourly) for these services. Registrant's consulting fees are negotiable depending upon the level and scope of service(s) required and the professional rendering the service(s). In the event the client terminates Registrant's consulting services, the balance on any unearned fee is not charged until client is 100% satisfied. Prior to engaging the Registrant to provide financial planning services, the client will be required to enter into a *Retirement Planning and Consulting Agreement* with Registrant setting forth the terms and conditions of the engagement, and describing the scope of the services to be provided. In the event the client terminates Registrant's consulting services, the balance of any unearned fee shall be refunded to the client. In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. If requested by the client, Registrant shall recommend the services of other professionals for implementation purposes, including Registrant's President, Mark J. Snyder and/or representatives, in their separate individual licensed capacities as registered representative of *Royal* and/or licensed insurance agents (*See* disclosure below). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. Clients are encouraged to renew Registrant's financial planning services on an annual basis for the purpose of reviewing/updating Registrant's previous recommendations and/or services. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

#### **RETIREMENT CONSULTING**

The Registrant also provides pension consulting services, pursuant to which it assists sponsors of self-directed retirement plans with the selection and/or monitoring of investment alternatives (generally open-end mutual funds) from which plan participants shall choose in self-directing the investments for their individual plan retirement accounts. In addition, to the extent requested by the plan sponsor, the Registrant shall also provide participant education designed to assist participants in identifying the appropriate investment strategy for their retirement plan accounts. The terms and conditions of the engagement shall generally be set forth in a *Retirement Plan Consulting Agreement* between the Registrant and the plan sponsor.

## MISCELLANEOUS

### **Limitations of Financial Planning and Non-Investment Consulting/Implementation Services.**

As indicated above, to the extent requested by the client, Registrant may, in limited circumstances, provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. **Please Note:** We **do not** serve as an attorney or accountant, and no portion of our services should be construed as same. Accordingly, we **do not** prepare estate planning documents or tax returns. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.), including representatives of Registrant in their separate individual capacities as representatives of Royal Alliance ("Royal"), an SEC registered and FINRA member broker-dealer and as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Registrant and/or its representatives (*see* Item 10 below). **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note-Conflict of Interest:** The recommendation by a Registrant representative that a client purchase a securities or insurance commission product from one of Registrant's representatives in his/her individual capacity as a representative of *Royal* and/or as an insurance agent, presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products from any of Registrant's representatives. Clients are reminded that they may purchase securities and insurance products recommended by Registrant through other, non-affiliated broker-dealers and/or insurance agents.

**Variable Annuity Sub-Account Services.** Registrant may provide management services for variable annuity sub-accounts. Management of variable annuity sub accounts is limited to the sub-accounts designated by the annuity company. The Advisor may assist the client with selecting the account assets within the annuity sub account or assist with selecting a Third Party Money Manager to select assets within an annuity sub account. Clients may allocate account assets within the annuity sub-accounts based on their investment objectives and financial situations. An employee of the Registrant, acting in the capacity of a registered representative may have sold the variable annuity to the client and may have received a commission on the purchase. In such cases, the Registrant may also charge a fee for managing the variable annuity sub-accounts.

The recommendation that a client purchase a variable annuity product from *Royal* presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from *Royal*. Further, we have an incentive to recommend the purchase of variable annuities and the future management of the sub-accounts. This presents a conflict of interest as we may effectively receive additional compensation based on our recommendations. The Registrant's associated persons may only recommend variable annuities when they are suitable and the Registrant will only manage the sub-accounts of a client's variable annuity after being presented with a copy of this brochure. **The**

**Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

**Please Note: Retirement Rollovers-Potential for Conflict of Interest:** A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If the Registrant recommends that a client roll over their retirement plan assets into an account to be managed by the Registrant, such a recommendation creates a conflict of interest if the Registrant will earn an advisory fee on the rolled over assets. **No client is under any obligation to rollover retirement plan assets to an account managed by Registrant. Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the conflict of interest presented by such rollover recommendation.**

**ERISA / IRC Fiduciary Acknowledgment.** If the client is: (i) a retirement plan ("Plan") organized under ERISA; (ii) a participant or beneficiary of a Plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code, with authority to direct the investment of assets in his or her Plan account or to take a distribution; (iii) the beneficial owner of an IRA acting on behalf of the IRA; or (iv) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code: then the Registrant represents that it and its representatives are fiduciaries under ERISA or the Internal Revenue Code, or both, with respect to any investment advice provided by the Registrant or its representatives or with respect to any investment recommendations regarding an ERISA Plan or participant or beneficiary account.

**Use of Mutual and Exchange Traded Funds.** Most mutual funds and exchange traded funds are available directly to the public. Thus, a prospective client can obtain many of the funds that may be utilized by Registrant independent of engaging Registrant as an investment advisor. However, if a prospective client determines to do so, he/she will not receive Registrant's initial and ongoing investment advisory services. **Please Note:** In addition to Registrant's investment advisory fee described below, and transaction and/or custodial fees discussed below, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

**Portfolio Activity.** Registrant has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Registrant will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Registrant determines that changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by Registrant will be profitable or equal any specific performance level(s).



**Client Obligations.** In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify the Registrant if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Registrant's previous recommendations and/or services.

**Disclosure Statement.** A copy of the Registrant's written Brochure as set forth on ADV Part 2A and ADV Part 2B shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement* and/or *Retirement Planning and Consulting Agreement*.

- C. The Registrant shall provide investment advisory services specific to needs of each client. Prior to providing investment advisory services, an investment adviser representative will discuss with each client, their particular investment objective(s). The Registrant shall allocate each client's investment assets consistent with their designated investment objective(s). Clients may, at any time, impose restrictions, in writing, on the Registrant's services.
- D. **Wrap / Separately Managed Account Programs**): In the event that Registrant is engaged to provide investment advisory services as part of an unaffiliated wrap-fee program, Registrant will be unable to negotiate commissions and/or transaction costs. Under a wrap program, the wrap program sponsor arranges for the investor participant to receive investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the participant more or less than purchasing such services separately. In the event that Registrant is engaged to provide investment advisory services as part of an unaffiliated managed account program, Registrant will likewise be unable to negotiate commissions and/or transaction costs. **Please Note:** Since the custodian/broker-dealer is determined by the unaffiliated wrap and/or managed account program sponsor, Registrant will be unable to negotiate commissions and/or transaction costs, and/or seek better execution. As a result, clients 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 through alternative clearing arrangements recommended by Registrant. Higher transaction costs adversely impact account performance.

**Please Note:** When managing a client's account on a wrap fee basis, the Registrant shall receive payment for its investment advisory services from *Royal* in accordance with the respective wrap fee brochure, and the balance of the wrap fee shall be retained by *Royal* as the sponsor to cover all other costs and fees discussed in *Royal's* Wrap Fee Brochure.

- E. As of December 31, 2017, the Registrant had \$254,211,972 in assets under management on a discretionary basis.

## Item 5 Fees and Compensation

A.

### NON-WRAP FEE BASIS

The client can determine to engage the Registrant to provide discretionary investment advisory services on a negotiable *fee* basis. The Registrant's annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under the Registrant's management (generally between 0.50% and 1.60% to be charged quarterly in advance, as follows:

Assets Under Management	Annual Fee Non-Qualified	Annual Fee Qualified
\$50,000 - \$100,000	1.40%	1.6%
\$100,001 - \$250,000	1.30%	1.5%
\$250,001 - \$500,000	1.20%	1.4%
\$500,001 - \$750,000	1.10%	1.3%
\$750,001 - \$1,000,000	1.00%	1.2%
\$1,000,001 - \$1,500,000	.80%	1.0%
\$1,500,001 - \$2,000,000	.70%	.90%
over \$2,000,000	.50%	.70%

Please note that the following fee schedule is applicable for clients as of September 14, 2017

Assets Under Management	Annual Fee
\$50,000 to \$ 750,000	1.00%
\$750,000 to \$1,000,000	.90%
\$1,000,000 to \$1,250,000	.80%
\$1,250,000 to \$1,500,000	.70%
\$1,500,000 to \$2,000,000	.60%
Over \$2,000,000	.50%

The Registrant's investment advisory fee is negotiable at Registrant's discretion, depending upon objective and subjective factors including but not limited to: the amount of assets to be managed; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professional(s) rendering the service(s); prior relationships with the Registrant and/or its representatives, and negotiations with the client. As a result of these factors, similarly situated clients could pay different fees, the services to be provided by the Registrant to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above.

### VISION 2020 Wealth Management Program Fees

The Registrant also offers its clients the Vision 2020 Wealth Management Program (the "Program"). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure a copy of which is presented to all prospective Program participants. Under the Program, the Registrant is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee charges a maximum of

2.50% depending upon the amount and type of the Program assets. The complete schedule of program fees is set forth in the Wrap Fee Program Brochure and provided by the Registrant to its clients prior to or concurrent with their engagement in the Program.

Depending upon the wrap fee, the amount of portfolio activity in the client's Account, the value of custodial and other services provided under the Program, and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately. Accordingly, the client should review both the fees charged by any funds in which the client's assets are invested and the fees charged for the Program to fully understand the total amount of fees paid by the client. The Registrant does not second-guess the client's determination to select a wrap or non-wrap account.

### **RETIREMENT PLANNING AND CONSULTING**

To the extent specifically requested by client, Registrant *may* provide its clients with retirement planning consulting services. Registrant will charge a fee (fixed fee and/or hourly) for these services. Registrant's consulting fees are negotiable and are generally due upon commencement of the engagement. Fees generally range from \$350.00 to \$1,000.00 on a fixed fee basis (depending upon complexity) for an investment analysis or retirement analysis, and from \$100.00 to \$200.00 on an hourly basis, depending upon the level and scope of service(s) required and the professional rendering the service(s).

### **EMPLOYER SPONSORED RETIREMENT PLAN ALLOCATION SERVICES**

Registrant also provides investment management services to clients relative to their individual employer-sponsored retirement plans. In so doing, Registrant either directs or recommends the allocation of client assets among the various investment alternatives that comprise the retirement plan. For these services, Registrant's management fee is paid quarterly in arrears, the amount of which management fee shall vary (between 0.30% and 0.60%) based upon the market value of the assets on the last business day of the previous quarter.

### **VARIABLE ANNUITY SUB-ACCOUNT SERVICES**

Registrant may provide management services for variable annuity sub-accounts. For these services, Registrant's management fee is paid quarterly in arrears, the amount of which management fee shall vary (between 0.30% and 0.60%) based upon the market value of the assets on the last business day of the previous quarter. If the variable annuity product was sold by the Registrant's President, Mark. J. Snyder, on an upfront commission basis in his capacity as a registered representative of *Royal*, the Registrant's management fee is waived.

The Fee Schedule for management of variable annuity sub accounts, 401(k) and 403(b) plans and tax deferred annuities ranges from 0.30% and 0.60%. Plan fees are based, in part, on plan complexity and the types of options made available through the plan.

- B. Clients may elect to have the Registrant's advisory fees deducted from their custodial account. Both Registrant's *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian (Pershing) to debit the account for the amount of the Registrant's investment advisory fee and to directly remit that management fee to the Registrant in compliance with regulatory procedures. In the limited event that the Registrant bills the client directly, payment is due upon receipt of the Registrant's

invoice. The Registrant shall generally deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter, unless the client elects to utilize Registrant's "Employer Sponsored Retirement Plan Allocation Services" or "Variable Annuity Sub-Account Services" in which case, Registrant shall deduct fees and/or bill clients quarterly in arrears, based upon the market value of assets on the last day of business of the previous quarter. Certain legacy clients may have different billing and fee relationships than those set forth above.

- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that Royal Alliance Associates, Inc. ("*Royal*") serve as the broker-dealer/custodian for client investment management assets, or that Pershing serve as the custodian. Broker-dealers such as *Royal* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). Clients will incur, in addition to Registrant's investment management fee, brokerage commissions and/or transaction fees, and, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).
- D. Registrant's annual investment advisory fee shall generally be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter, unless the client elects to utilize Registrant's "Employer Sponsored Retirement Plan Allocation Services" or "Variable Annuity Sub-Account Services," in which case, Registrant shall deduct fees and/or bill clients quarter in arrears, based upon the market value of assets on the last day of business of the previous quarter. The Registrant requires a minimum asset under management level of \$100,000 (with a minimum account size of \$50,000) for investment advisory services. However, Registrant, in its sole discretion, may reduce its minimum asset level and/or charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

The *Investment Advisory Agreement* between the Registrant 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, the Registrant shall refund (or debit if paid in arrears) the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

- E. **Commission Transactions.** In the event that the client desires, the client can engage the Registrant's President, Mark J. Snyder and/or Registrant's representatives, in their individual capacities as registered representatives of *Royal*, an SEC registered and FINRA member broker-dealer, to implement investment recommendations on a commission basis. In the event the client chooses to purchase investment products through *Royal*, *Royal* will charge brokerage commissions to effect securities transactions, a portion of which commissions *Royal* shall pay to Registrant's President and/or representatives, as applicable. Prior to effecting any transactions, the client will be required to enter into a new account agreement with *Royal*. The brokerage commissions charged by *Royal* may be higher or lower than those charged by other broker-dealers. In addition, *Royal* may also receive additional ongoing 12b-1 trailing commission

compensation directly from a mutual fund company during the period that the client maintains a mutual fund investment.

With certain of Registrant's representatives, *Royal* has established forgivable and repayable loans, which constitute additional economic benefits ("Forgivable Loans") for such individuals. The terms of the *Royal* Forgivable Loans require that each applicable recipient remains affiliated with *Royal* for a specified period of time and meets certain sales production requirements in order to qualify for loan forgiveness. The Forgivable Loans incentivize such representatives to remain affiliated with *Royal* in their separate and individual capacities as registered representatives. The receipt of Forgivable Loans therefore presents conflicts of interest, because the recipients are incentivized to recommend that clients utilize *Royal* for brokerage and custodial services in order to meet the production requirements necessary for loan forgiveness, rather than basing such recommendations on a client's particular needs. Without limiting the foregoing, the Forgivable Loans incentivize the Registrant and its representatives to recommend that existing clients keep their assets custodied at *Royal*, that existing clients execute commission transactions through *Royal*, and also that new clients move their assets to *Royal* for receipt of such custodial and brokerage services. Clients are therefore reminded that they are not under any obligation to purchase securities commission products through *Royal* and/or Registrant's representatives, and that they may purchase such securities commission products through other, non-affiliated broker-dealers.

1. **Conflict of Interest:** The recommendation that a client purchase a commission product from *Royal* presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from *Royal*. **The Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**
2. **Please note:** Clients may purchase investment products recommended by Registrant through other, non-affiliated broker dealers or agents.
3. The Registrant does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products the Registrant recommends to its clients.
4. When Registrant's representatives sell an investment product on a commission basis, the Registrant does not generally charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on an advisory fee basis, the Registrant's representatives do not also receive commission compensation for such advisory services. **However**, a client may engage the Registrant to provide investment management services on an advisory fee basis and separate from such advisory services purchase an investment product from Registrant's representatives on a separate commission basis. See the **VARIABLE ANNUITY SUB-ACCOUNT SERVICES** disclosure above for situations where the Registrant may charge advisory fees on products for which commission compensation may have been received.

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

Neither the Registrant nor any supervised person of the Registrant accepts performance-based fees.

## **Item 7            Types of Clients**

The Registrant's clients shall generally include individuals, business entities, trusts, estates and charitable organizations, pension and profit sharing plans. The Registrant requires an annual minimum fee of \$100,000 in assets under management (with a minimum account size of \$50,000) for investment advisory services. However, Registrant, in its sole discretion, may reduce its annual minimum fee and/or charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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

A. The Registrant may utilize the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

The Registrant may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Options (contract for the purchase or sale of a security at a predetermined price during a specific period of time)

**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 the Registrant) will be profitable or equal any specific performance level(s).

B. The Registrant'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 the Registrant must have access to current/new market information. The Registrant has no control over the dissemination rate of market information; therefore, unbeknownst to the Registrant, certain analyses may be compiled with outdated market information, severely limiting the value of the Registrant'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.

The Registrant's primary investment strategies - Long Term Purchases and Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its 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.

In addition to the fundamental investment strategies discussed above, the Registrant may also utilize covered calls. (*See* discussion below).

**Covered Call Writing.** Covered call writing is the sale of in-, at-, or out-of- the money call option against a long security position held in a client portfolio. This type of transaction is used to generate income. It also serves to create downside protection in the event the security position declines in value. Income is received from the proceeds of the option sale. Such income may be reduced to the extent it is necessary to buy back the option position prior to its expiration. This strategy may involve a degree of trading velocity, transaction costs and significant losses if the underlying security has volatile price movement. Covered call strategies are generally suited for companies with little price volatility.

- C. Currently, the Registrant primarily allocates client investment assets among various individual equity and fixed income securities, mutual funds and/or exchange traded funds on a discretionary basis in accordance with the client's designated investment objective(s).

The Registrant may also allocate investment management assets of its client accounts, on a discretionary basis, among one or more of its asset allocation programs (i.e. Aggressive, Moderately Aggressive, Moderate, and Conservative) as designated on the Investment Advisory Agreement. Registrant's asset allocation strategies have been designed to comply with the requirements of Rule 3a-4 of the Investment Company Act of 1940. Rule 3a-4 provides similarly managed investment programs, such as Registrant's asset allocation programs, with a non-exclusive safe harbor from the definition of an investment company. In accordance with Rule 3a-4, the following disclosure is applicable to Registrant's management of client assets:

1. Initial Interview – at the opening of the account, the Registrant, through its designated representatives, shall obtain from the client information sufficient to determine the client's financial situation and investment objectives;
2. Individual Treatment - the account is managed on the basis of the client's financial situation and investment objectives;
3. Quarterly Notice – at least quarterly the Registrant shall notify the client to advise the Registrant whether the client's financial situation or investment objectives have changed, or if the client wants to impose and/or modify any reasonable restrictions on the management of the account;
4. Annual Contact – at least annually, the Registrant shall contact the client to determine whether the client's financial situation or investment objectives have changed, or if the

client wants to impose and/or modify any reasonable restrictions on the management of the account;

5. Consultation Available – the Registrant shall be reasonably available to consult with the client relative to the status of the account;

6. Quarterly Report – the client shall be provided with a quarterly report for the account for the preceding period;

7. Ability to Impose Restrictions – the client shall have the ability to impose reasonable restrictions on the management of the account, including the ability to instruct the Registrant not to purchase certain securities;

8. No Pooling – the client's beneficial interest in a security does not represent an undivided interest in all the securities held by the custodian, but rather represents a direct and beneficial interest in the securities which comprise the account;

9. Separate Account – a separate account is maintained for the client with the Custodian;

10. Ownership – each client retains indicia of ownership of the account (e.g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

The Registrant believes that its annual investment management fee is reasonable in relation to: (1) the advisory services provided under the *Investment Advisory Agreement*; and (2) the fees charged by other investment advisers offering similar services/programs. However, Registrant's annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to Registrant's annual investment management fee, the client will also incur charges imposed directly at the mutual and exchange traded fund level (e.g., management fees and other fund expenses). **Please Note:** Registrant's investment programs may involve above-average portfolio turnover which could negatively impact upon the net after-tax gain experienced by an individual client in a taxable account.

## **Item 9           Disciplinary Information**

The Registrant has not been the subject of any disciplinary actions.

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

- A. As disclosed above in Item 5 E, Registrant's President, Mark J. Snyder, and certain representatives are also registered representatives of Royal Alliance Associates, Inc. ("*Royal*"), an SEC registered and FINRA member broker-dealer.
- B. Neither the Registrant, 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. **Broker Dealer.** As disclosed above in Item 5.E, certain of Registrant's representatives, are registered representatives of *Royal*, an SEC Registered and FINRA member broker-dealer. Clients may choose to engage Registrant's representatives, in their individual capacities, to effect securities brokerage transactions on a commission basis.

The Forgivable Loans incentivize such representatives to remain affiliated with *Royal* in their separate and individual capacities as registered representatives. The receipt of



Forgivable Loans therefore presents conflicts of interest, as Registrant's representatives are incentivized to recommend that clients utilize *Royal* for brokerage and custodial services in order to meet the production requirements necessary for loan forgiveness, rather than basing such recommendations on a client's particular needs. Without limiting the foregoing, the Forgivable Loans incentivize certain of Registrant's representatives to recommend that existing clients keep their assets custodied at *Royal*, that existing clients execute commission transactions through *Royal*, and also that new clients move their assets to *Royal* for receipt of such custodial and brokerage services. Clients are therefore reminded that they are not under any obligation to purchase securities commission products through *Royal* and/or Registrant's representatives, and that they may purchase such securities commission products through other, non-affiliated broker-dealers. Clients are also reminded that they are not required to utilize *Royal* for its custodial services.

**Conflict of Interest:** The recommendation by Registrant's President and/or representatives that a client purchase securities products on a commission basis presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase securities commission products from Registrant's President and/or representatives. Clients are reminded that they may purchase securities products recommended by Registrant through other, non-affiliated broker dealers. **The Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

**Other Investment Adviser.** The Registrant is affiliated with Long Island Financial Advisors, Inc., ("*Long Island Financial*") an SEC registered investment adviser firm. The Registrant's President, Mark J. Snyder, also serves as the President of *Long Island Financial*.

**Conflict of Interest:** The recommendation by Registrant or its representatives that a client seek investment advisory services from *Long Island Financial* presents a conflict of interest, as Registrant could have the incentive to make such a recommendation based on fees received from that client, rather than a particular client's need. Accordingly, Registrant and its representatives do not generally refer clients to *Long Island Financial* to receive investment advisory services. Clients are reminded that they are not under any obligation to pursue investment advisory services from *Long Island Financial*. **The Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above.**

**Licensed Insurance Agents.** Registrant's President, Mark J. Snyder, and certain of Registrant's representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4.B above, clients can therefore engage certain of Registrant's representatives to effect insurance transactions on a commission basis.

**Conflict of Interest:** The recommendation by Registrant's President and/or representatives that a client purchase insurance commission product presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions received, rather than a particular client's need. No client is under any obligation to purchase any insurance commission products from Registrant's

President and/or representatives. Clients are reminded that they may purchase insurance products recommended by Registrant through other, non-affiliated insurance agents. **The Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

- D. The Registrant does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

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

- A. The Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's Associated Persons 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, the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.

- B. Neither the Registrant nor any related person of Registrant recommends, buys, or sells for client accounts, securities in which the Registrant or any related person of Registrant has a material financial interest except as stated above in Item 5.
- C. The Registrant and/or representatives of the Registrant *may* buy or sell securities that are also recommended to clients. This practice may create a situation where the Registrant and/or representatives of the Registrant 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 the Registrant 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 prior to those of the Registrant's clients) and other potentially abusive practices.

The Registrant has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of the Registrant's "Access Persons." The Registrant's securities transaction policy requires that Access Person of the Registrant 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. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Registrant selects; provided, however that at any time that the Registrant has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. The Registrant and/or representatives of the Registrant *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where the Registrant and/or representatives of the Registrant 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 11 C, the Registrant has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant's Access Persons.

## **Item 12 Brokerage Practices**

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

Factors that the Registrant considers in recommending *Royal and/or Pershing* (or any other broker-dealer/custodian to clients) include historical relationship with the Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with the Registrant's duty 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 the Registrant 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 broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant 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, Registrant's investment management fee. The Registrant'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. Research Benefits. Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Registrant receives from *Royal and/or Pershing* (or another broker-dealer/custodian, investment platform, mutual fund sponsor, and/or annuity fund sponsor), without cost (and/or at a discount) support services and/or products, certain of which assist the Registrant to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by the Registrant may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social

events, marketing support, computer hardware and/or software and/or other products used by Registrant in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist the Registrant in managing and administering client accounts. Others do not directly provide such assistance, but rather assist the Registrant to manage and further develop its business enterprise.

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

#### **Additional Benefits**

Registrant has received from various mutual fund sponsors, certain additional economic benefits ("Additional Benefits") that may or may not be offered to the Registrant again in the future. Specifically, the Additional Benefits include partial payment for certain client educational and appreciation events. Over the past two years, various mutual fund sponsors have made payments to third party vendors, for event expenses ranging, in the aggregate, from between \$45,000 and \$50,000. These payments to third party vendors are infrequent, non-recurring and individually negotiated. The Registrant has no expectation that these Additional Benefits will be offered again; however, the Registrant reserves the right to negotiate for these Additional Benefits in the future. Mutual fund sponsors provide the Additional Benefits to Registrant in their sole discretion and at their own expense. Registrant has not entered into any written agreement to govern the Additional Benefits.

**The Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.**

2. The Registrant does not receive referrals from broker-dealers.
3. The Registrant 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 Registrant 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 Registrant. 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. Higher transaction costs adversely impact account performance.

**Please Note:** In the event that the client directs Registrant 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 Registrant. Higher transaction costs adversely impact account performance.

**The Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above arrangement.**

- B. To the extent that the Registrant provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless the Registrant decides to purchase or sell the same securities for several clients at approximately the same time. The Registrant 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 the Registrant'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. The Registrant shall not receive any additional compensation or remuneration as a result of such aggregation. In certain instances, the Firm may determine to execute managed account trades in the same security individually within close proximity of each other from a timing perspective. While the firm typically endeavors to bunch trade orders in the same security where possible, individual trades may be necessary. Individual trades of the same security, while infrequent, occur in connection with individualized review applied to each account. Depending upon the circumstances presented with a particular account review, the representative may determine that it is in a client's best interest to effectuate trades after the appropriate portfolio analysis has been conducted. As a result, certain clients may receive different execution prices in relation the same security.

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

- A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by the Registrant's Principals and Chief Compliance Officer. All investment supervisory clients are advised that it remains their responsibility to advise the Registrant 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 the Registrant on an annual basis.
- B. The Registrant 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 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. The Registrant may also provide a written periodic report summarizing account activity and performance.

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

- A. As referenced in Item 12A(1) above, the Registrant receives an economic benefit from *Royal and/or Pershing*. The Registrant, without cost (and/or at a discount), receives support services and/or products from *Royal and/or Pershing*.

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

**The Registrant's Chief Compliance Officer, Mark J. Snyder, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.**

- B. Neither the Registrant nor any *related persons* compensate any person for client referrals.

#### Item 15      **Custody**

The Registrant shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. 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. The Registrant may also provide a written periodic report summarizing account activity and performance.

**Please Note:** To the extent that the Registrant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by the Registrant with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of the Registrant's advisory fee calculation.

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

The client can determine to engage the Registrant to provide investment advisory services on a discretionary basis. Prior to the Registrant assuming discretionary authority over a client's account, client shall be required to execute *Investment Advisory Agreement*, naming the Registrant as client's attorney and agent in fact, granting the Registrant full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage the Registrant on a discretionary basis may, at any time, impose restrictions, **in writing**, on the Registrant's discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe the Registrant's use of margin, etc.).

## **Item 17          Voting Client Securities**

- A. The Registrant does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact the Registrant to discuss any questions they may have with a particular solicitation.

## **Item 18          Financial Information**

- A. The Registrant does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. The Registrant 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. The Registrant has not been the subject of a bankruptcy petition.

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