



## **American Financial Network Advisory Services, LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: December 8, 2017**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of American Financial Network Advisory Services, LLC (“AFN” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (818) 264-4644 or by email at [cwatanabe@afn-net.com](mailto:cwatanabe@afn-net.com).

AFN is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about AFN to assist you in determining whether to retain the Advisor.

Additional information about AFN and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 160322.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of AFN.

AFN believes that communication and transparency are the foundation of its relationship and continually strive to provide its Clients with complete and accurate information at all times. AFN encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

The following are the material changes to the Disclosure Brochure:

- Craig R. Watanabe replaced Brett S. Ellen (CEO) as AFN's Chief Compliance Officer.
- AFN has updated our investment management fees, for additional details please refer to Item 5 below.
- AFN has updated our billing method for consulting fees, for additional details please refer to Item 5 below.
- Many of AFN's Advisory Persons are also Registered Representatives of a broker-dealer. On October 30, 2017, the Registered Representatives changed their affiliation from United Planners Financial Services of America to DFIG Investments, Inc. References to the broker-dealer have been updated in Items 5, 10, 12 and 14.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of AFN.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 160322. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (818) 264-4644 or by email at [cwatanabe@afn-net.com](mailto:cwatanabe@afn-net.com).

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## Item 4 – Advisory Services

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### A. Firm Information

American Financial Network Advisory Services, LLC (“AFN” or the “Advisor”) is a Registered Investment Advisor with the U.S. Securities and Exchange Commission (“SEC”), which is organized as a Limited Liability Company (“LLC”) under the laws of Delaware. AFN was founded in October 2012 and is a wholly-owned subsidiary of American Financial Network, LLC. American Financial Network, LLC is owned and operated by Brett S. Ellen (Founder and President). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by AFN. For questions regarding this Disclosure Brochure, please contact Craig Watanabe at (818) 264-4644 or by email at [cwatanabe@afn-net.com](mailto:cwatanabe@afn-net.com).

### B. Advisory Services Offered

AFN offers investment management, financial planning, consulting and advisory services to individuals, high net worth individuals, corporate clients and retirement plans in California and other states (each referred to as a “Client”). Additionally, AFN offers executive and employee benefit services to its corporate Clients. AFN seeks to balance risk and reward to achieve risk-adjusted returns with an emphasis on long term returns for our Clients. In addition, AFN utilizes both passive and active management, as well as a top down and bottoms up to the investment process. Clients benefit from our expertise with full access to a team of accomplished professionals and a vast array of financial products and advisory services.

#### Investment Management Services

AFN provides customized investment advisory solutions for its Clients. This is achieved through personal Client contact and interaction while providing discretionary investment management and related advisory services. AFN works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation to create a portfolio strategy. AFN has strict reliance on the Client’s ability to be forthcoming and transparent in providing the necessary information to make a recommendation. AFN will then implement the investment strategy using its internal investment management strategies and/or allocation to unaffiliated money managers.

*Internal Investment Management* - AFN will then construct a portfolio, consisting of individual equity securities, diversified mutual funds, exchange-traded funds (“ETFs”), closed-end funds, individual fixed income securities, and alternative investments to achieve the Client’s investment goals. For certain accounts, the Advisor may employ options strategies, including covered call options, married puts or collar strategies (selling call options and buying put options) as well as the use of margin. The Advisor may also utilize other types of securities as appropriate to meet the needs of its Clients.

Please note: alternative investments are subject to different fee arrangements. See Item 5 below.

Depending on each Client’s unique circumstances, AFN may implement a Client portfolio using one or more of AFN’s model portfolios or develop a custom investment strategy. AFN will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to the acceptance by the Advisor.

AFN evaluates and selects investments for inclusion in Client portfolios only after applying their internal due diligence process. AFN’s investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. AFN may recommend, on occasion, redistributing investment allocations to diversify the portfolio. AFN may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. AFN may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will AFN accept or maintain custody of a Client's funds or securities, except for the authorized deduction of the Advisor's fees. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client investment advisory agreement.

#### Use of Independent Managers

AFN may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (herein collectively "Independent Managers"). Independent Managers may be sourced directly, through the Client's Custodian or through a turnkey asset management platform ("TAMP"). Depending on the Independent Manager[s] selected and the requirements of the Custodian or TAMP, the Client may be required to enter into additional agreements that define the overall scope and responsibility of the parties.

AFN will serve as the Client's primary advisor, assisting and advise the Client in establishing investment objectives for the account[s], the selection of the Independent Manager[s], defining any Client investment restrictions and other support with respect to the account[s]. The Advisor may have the authority to hire or terminate an Independent Manager. The Independent Manager[s] will have the discretion over the investments in the account[s] and will manage the account[s] consistent with the stated mandates of the strategy. While the Client may be able to impose certain investment restrictions, account[s] are generally not customized to the Client. AFN will provide ongoing investment due diligence and oversight of the Independent Manager[s].

For such services, the Independent Managers, Custodians, and/or TAMPs fees included in the AFN advisory fee (Please see item 5.A.). These fees may include the investment management fee of the Independent Manager[s], the administration of the investment program, trading, clearance and/or settlement costs.

The Client, before entering into an agreement with a Program Sponsor, will be provided with the Program Sponsor's Form ADV Part 2A (or a brochure that makes the appropriate disclosures). In addition, AFN and its Client will agree in writing that selected Program Sponsor will manage the Client's account on a discretionary basis.

#### Financial Planning, Consulting and Advisory Services

AFN will typically provide a variety of financial planning services to individuals, families, and businesses, under the terms of the written agreement between the Advisor and the Client.

*"My AFN" for individual planning engagements:* My AFN employs a comprehensive financial planning process designed to define each Client's financial objectives, analyze the objectives and create a step-by-step plan to achieve the objectives. Such financial planning services will involve preparing a financial plan or rendering a financial consultation with Clients. This planning or consulting may encompass one or more areas of need, including, but not limited to:

- R**isk management
- E**xpense and income planning
- T**ax planning
- I**nvestment management
- R**etirement planning
- E**state planning

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. AFN may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

*For corporate Client engagements*, AFN provides consulting for corporations and corporate executives that include:

- Entity Planning
- Compensation consulting, and Short-, Intermediate-, and Long-term Incentive Planning
- Qualified Planning with Defined Contribution, Defined Benefit, and Employee Stock Ownership Plans
- Elective / Voluntary Plans
- Non-Qualified Planning including Deferred Compensation Plans (DCPs) and SERPs
- Risk Management Planning
- Business Continuation Planning and Exit Strategies
- Company, Executive and/or Employee Wealth Management Services
- Executive and Employee Financial Planning Services

Financial planning, consulting and/or advisory recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to execute the transaction through the Advisor.

Please note: investment management services are contracted separately from consulting and entail additional fees which are stated in each advisory agreement.

#### Retirement Plan Advisory and Consulting Services

AFN provides retirement plan advisory and consulting services ("Plan Services") to the sponsors of each plan (herein the "Plan Sponsor" and "Plan," respectively). AFN will customize its advice to the needs of each Client or Plan, as appropriate. AFN provides the following services to its Clients as outlined in the Client Agreement.

*Pension/Retirement Plan Consulting Services* - AFN provides the following Plan Services:

- Plan Fiduciary Services
- Communication and Education

*Plan Fiduciary Services* - AFN serves as a 3(21) and 3(38) Fiduciary in support of the Plan Sponsor, depending on the terms of the agreement with the Plan. AFN provides the following Plan Fiduciary Services under the terms of the Advisor's agreement with each Plan Sponsor:

- Vendor Analysis
- Employee Enrollment and Education Tracking
- Investment Policy Statement
- Investment Monitoring
- Investment Discretion (3(38) engagements only)
- Performance Reports
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services
- Plan Design

*Communication and Education* - AFN supports Communication and Education to the Plan and its Participants, pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Direct employee contact by phone, e-mail or letter upon eligibility to promote enrollment
- Investment education
- Comprehensive financial planning
- Periodic company-wide employee survey of retirement plan understanding
- Customer satisfaction surveys
- Periodic employee group education opportunities

### Family Office Services

AFN provides certain high net worth individuals and families with personalized family office services. Services vary based on the complexity and needs of the Client, but often include:

- Analyzing the family's current model, structure, culture, and group characteristics.
- Conducting family interviews with family members that would be utilizing AFN's family office services.
- Provide the family with personal financial planning services to highlight and reinforce the current and suggested plans, programs, and strategies to implement.
- Developing a summary of the family's current financial situation, including a net worth statement, cash flow summary, and insurance analysis.
- Reviewing the family's current investment portfolio and developing an Investment Policy Statement ("IPS") based upon the family's desired risk tolerance.
- Lead the process to compare and contrast potential investments, portfolio design options, and asset managers.
- Developing a financial management strategy, including financial projections and analysis.
- Completing a retirement planning assessment, including financial projections of assets required at the estimated retirement date of members of the family.
- Work with the family's tax professionals to identify tax planning strategies to optimize the family's financial position.
- Identifying strategies to fulfill philanthropic aspirations and expectations of the family.
- Completing a review of and developing a plan for risk management and asset protection.
- Identifying issues pertaining to family succession planning and wealth transfer.
- Identifying day-to-day operational needs for the management of the family's financial affairs. [Note: The Advisor does not offer bill pay services or trustee services].
- Presenting a written plan that will be reviewed in detail with the family. The plan will contain recommendations designed to meet the family's stated goals and objectives, supported by relevant financial summaries.
- Conduct working meetings with the family to review the Advisor's findings, make adjustments as needed, revise and report as appropriate.

### **C. Client Account Management**

Before engaging AFN to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Policy – AFN, in connection with the Client, may develop a policy or formal IPS that summarizes the Client's investment goals and objectives along with the broad strategy[ies] to be employed to meet the objectives.
- Asset Allocation – AFN will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – AFN will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – AFN will provide investment management and ongoing oversight of the Client's investment portfolio.

### **D. Wrap Fee Programs**

AFN typically pays the transaction fees for Client accounts as part of its overall investment advisory fees (See Item 5 – Fees and Compensation). The inclusion of these transaction costs into the investment advisory fee is considered a "wrap fee program." While traditional wrap fee programs often have a defined set of investment options and uniform trading practices, AFN *customizes* its investment advisory services to its Clients. AFN's Wrap Fee Program merely provides for these services under a single annualized fee. A copy of this Wrap Fee Brochure is attached as Appendix 1 to this Disclosure Brochure.

## **E. Assets Under Management**

As of the date of this filing, AFN manages approximately \$286,982,500 in discretionary assets.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of AFN and the Client.

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior quarter. The market value for Account[s] that utilize margin accounts are increased by the margin balance. Investment advisory fees range from an annual rate of 1.65% to 0.90% based on the size and complexity of the Client relationship. Investment advisory fees are based on the following breakpoint schedule. Upon reaching higher tiers of assets under management the reduced advisory fee applies to all assets under management.

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
Up to \$500,000	1.65%
\$500,001 to \$1,000,000	1.35%
\$1,000,001 to \$2,000,000	1.15%
\$2,000,001 to \$3,000,000	1.00%
\$3,000,001 to \$5,000,000	0.90%
Over to \$5,000,000	Negotiable

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may be offered a fee schedule with a fixed annual rate or other methodology. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by AFN will be independently valued by the Custodian. AFN will not have the authority or responsibility to value portfolio securities.

#### Illiquid Alternative Investments

AFN may include illiquid alternative investments in portfolio allocations. Since these investments are illiquid they are not managed and not subject to the advisory fee. Instead, the Registered Representative who recommends the investment will be paid a commission as stated in the private placement memorandum for each investment.

Some of the alternative investment sponsors and company executives are Clients of AFN. This presents a conflict of interest in recommending these investments to Clients. Please see Item 14 for further details.

#### Use of Independent Managers

Fees for Clients allocated to Independent Managers or implemented through programs at the Custodian or a TAMP are included in AFN's investment advisory fee above. The Client's fee will be deducted from the Client's account[s] at the Custodian, and AFN's investment advisory fee will be provided to AFN and AFN will pay the Independent Managers, Custodians, and/or TAMPS fees.

#### Financial Planning, Consulting and Advisory Services

AFN offers financial planning or consulting services on a fixed fee basis, based on the nature, complexity, and duration of the services to be provided to the Client. The scope of work and associated costs are provided to the Client prior to engaging in these services. Financial planning fees for individuals typically range up to \$6,000 per engagement or annually. Corporate consulting fees are typically up to \$25,000 per year, billed quarterly in advance.

The Advisor does not collect advance fees of \$1,200 or more for services that will be completed six (6) months or more in the future. The Advisor's fee is exclusive of, and in addition to, investment management fees, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client.

#### Retirement Plan Advisory and Consulting Services

Fees for retirement plan advisory and consulting services are billed either as a percentage of assets advised under the Plan or at a fixed annual rate. The Advisor's fees are negotiable and vary based on the size and complexity of a Plan as well as the scope of services to be provided.

#### Family Office Services

Fees for family office services are based on the scope of services to be provided and the complexity of the engagement. Fees may range from \$5,000 to \$100,000 annually but may be higher for complex situations. Fees may also be negotiated under assets under management or hourly arrangement.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the average assets under management with AFN for the quarterly period. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee.

It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting AFN to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Financial Planning, Consulting and Advisory Services

Financial planning, consulting and advisory fees are typically paid quarterly in advance.

#### Retirement Plan Advisory and Consulting Services

Fees for retirement plan advisory and consulting services are either deducted from the assets of the Plan or paid directly by the Plan Sponsor based on the terms of the agreement between the Advisor and the Plan/Plan Sponsor.

#### Family Office Services

Fees for family office services are generally billed either monthly or quarterly, under the terms of the family office services agreement. Fees may be invoiced directly to the Client or deducted from the Clients accounts at the Custodian.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than AFN, in connection with the investment made on behalf of the Client's account[s].

For Clients in the AFN Wrap Fee Program, all normal custody and execution fees charged by the Custodian are included in the Client's investment advisory fee as noted above. Clients are responsible for all custody and securities execution fees charged by the Custodian for services provided outside the AFN Wrap Fee Program. In this situation, the investment advisory fee charged by AFN is separate and distinct from these custody and execution fees.

In addition, all fees paid to AFN for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will be used to pay management fees for the funds, other fund

expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of AFN, but would not receive the services provided by AFN which are designed, among other things, to assist the Client in determining which products or services are most appropriate to each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by AFN to fully understand the total fees to be paid.

#### **D. Advance Payment of Fees and Termination**

##### Investment Management Services

AFN is compensated for its services in advance the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement with AFN, at any time, by providing advance written notice to the other party. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

##### Financial Planning, Consulting and Advisory Services

AFN may be partially compensated for planning, consulting and advisory services in advance of performing such services. Either party may terminate the agreement with the Advisor, at any time, by providing written notice to the other party. In addition, the Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning or consulting agreement at no cost to the Client. Upon termination, the Client shall be due a pro-rata refund of unearned fees based on the number of calendar days remaining in the quarter from the date of termination divided by the number of calendar days in the quarter. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

##### Retirement Plan Advisory and Consulting Services

Fees for retirement plan advisory and consulting services are either billed quarterly in advance of or at the end of the quarter in which services are provided, depending on the terms of the agreement between the Advisor and the Plan/Plan Sponsor. Either party may terminate an agreement, at any time, with advance written notice to the other party. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

##### Family Office Services

Fees for family office services are either billed in advance of or at the end of the quarter in which services are provided, depending on the terms of the agreement between the Advisor and the Client. Either party may terminate an agreement, at any time, with advance written notice to the other party. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

Advisory Persons are also Registered Representatives of DFPG Investments, Inc. CRD# 155576 ("DFPG"), a registered securities broker-dealer, a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a registered representative of DFPG, an Advisory Person may implement securities transactions under DFPG and not through AFN. A typical example would be an illiquid alternative investment. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to AFN's advisory fees. This practice presents a conflict of interest because Advisory Persons who are Registered Representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10.

Certain Supervised Persons are also licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these Supervised Persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

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AFN does not charge performance-based fees for its investment advisory services. The fees charged by AFN are as described in Item 5 – Fees and Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client. AFN does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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AFN offers investment advisory services to individuals, high net worth individuals, corporate Clients, and retirement plans. The relative percentage of each type of Client is available on AFN's Form ADV Part 1. These percentages will change over time. AFN does not impose a minimum account size for establishing a relationship.

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

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### **A. Methods of Analysis**

AFN employs both fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from AFN are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

*The fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria are ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to Clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that AFN will be able to accurately predict such a reoccurrence. More details on the Advisor's review process are included in Item 13.

As noted above, AFN employs a long-term investment strategy for its Clients, as consistent with their financial goals. AFN will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, AFN may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

### **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. AFN will assist Clients in determining an appropriate

strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the potential speculative components of the Advisor's strategy:

#### Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses. The Advisor primarily utilizes option strategies to reduce portfolio risk through covered call options or collar strategies.

A *covered call* is an options strategy whereby an investor holds a long position in an asset and writes (sells) call options on that same asset in an attempt to generate increased income from the asset. This is often employed when an investor has a short-term neutral view on the asset and for this reason, hold the asset long and simultaneously have a short position via the option to generate income from the option premium.

An *options collar strategy* is protective options strategy that is implemented after a long position in a stock has experienced substantial gains. It is created by buying an out of the money put option while simultaneously writing (selling) an out of the money call option.

#### Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

#### Management Through Similarly Managed Accounts

AFN often manages Client portfolios by allocating portfolio assets among various securities on a discretionary basis using one or more of its proprietary investment strategies (collectively referred to as "investment strategy"). In so doing, AFN buys, sells, exchanges and/or transfers securities based upon the investment strategy. AFN's management using the investment strategy complies with the requirements of Rule 3a-4 of the Investment Company Act of 1940, as amended. Rule 3a-4 provides similarly managed accounts, such as the investment strategy, with a safe harbor from the definition of an investment company. Securities in the investment strategy may be exchanged and/or transferred without regard to a Client's individual tax ramifications. As further discussed in response to Item 12.B. (below), AFN allocates investment opportunities among its Clients on a fair and equitable basis.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

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AFN and its Supervised Persons value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider in which you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 160322. You may also research the background of AFN's personnel (herein "Advisory Persons"). Mr. Ellen, President of AFN, has events to disclose that are viewable on this site. Mr. Ellen entered into a stipulation and consent with the State of New York Insurance Department related to the failure to provide an affirmative answer on the New York insurance licensing questionnaire relating to a temporary suspension of his CFP designation. Mr. Ellen's CFP designation was suspended for two years and had been reinstated in August 2005. Mr. Ellen paid a monetary fine of \$500 and was thereafter licensed with the New York Insurance Division.

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

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### Broker-Dealer Affiliation

As noted in Item 5, certain Advisory Persons of AFN, each in their individual capacity, are also Registered Representatives of DFPG. Should recommendations be implemented through a Supervised Person's separate capacity as registered representative, the Supervised Person (and AFN indirectly) may receive commissions on those assets placed with DFPG. AFN and its Supervised Persons will not receive both a commission and an ongoing investment advisory fee on the same assets. If assets are implemented through DFPG, an investment advisory fee will not be assessed. The Advisor may charge for financial planning or consulting engagements that result in product implementations through DFPG. Commissions paid through DFPG may be higher or lower than at other broker/dealers. Additionally, account maintenance costs and transaction costs may be higher or lower at DFPG than at other broker/dealers. Clients are not obligated to implement recommendations through AFN, its Supervised Persons or through DFPG.

### Insurance Agency Affiliations

As noted in Item 5, certain Supervised Persons of AFN have also licensed insurance professionals. Insurance sales are implemented separate and apart from a Supervised Person's role with AFN. As an insurance professional, a Supervised Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by AFN or its Supervised Persons.

### Relationship with Dynasty Financial Partners, LLC

AFN maintains a business relationship with Dynasty Financial Partners, LLC ("Dynasty"), which provides the Advisor with operational and back office support including access to a network of service providers. Through the Dynasty network of service providers, AFN has access to discounts on trading technology, reporting, custody, brokerage, compliance, and other related services. While AFN believes this open architecture structure for operational services best serves the interests of its Advisory Clients, this relationship may potentially present certain conflicts of interest due to the fact that Dynasty retains a portion of the platform or other third-party fees paid by the Advisor or Clients for the services referenced above. In light of the foregoing, AFN seeks at all times to ensure that any material conflicts are addressed on a fully-disclosed basis and handled in a manner that is aligned with its Clients' best interests. AFN may refer certain Clients to Dynasty for investment management and related advisory services. Under this arrangement, AFN is considered a solicitor or referred to Dynasty and is compensated by Dynasty from its investment advisory fees. AFN maintains a direct relationship with the Clients as well. AFN reviews all relationships, including the service providers engaged through Dynasty, on an ongoing basis to ensure Clients are receiving competitive rates in relation to the quality and scope of the services provided.

### Client Relationships

The Advisor may utilize services provided by certain business Clients and/or refer other Clients to certain business Clients. Prior to engaging in such activities, the Advisor will disclose any potential conflicts of interest to the Client.

### Use of Independent Managers

As noted in Item 4, the Advisor may recommend that all or a portion of a Client's account[s] be implemented utilizing the investment strategies of one or more Independent Managers through either a direct relationship, through the Client's Custodian or a TAMP.

### Other Material Relationships

Advisory Persons of AFN, in their separate capacity as Registered Representatives of DFIG, may recommend that Clients purchase various investment products of unaffiliated third parties which may also be corporate Clients of the Advisor. The recommendation of these products presents a conflict of interest in that will be disclosed to the Client.

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

### **A. Code of Ethics**

AFN has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with AFN (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. AFN and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of AFN associates to adhere not only to the specific provisions of the Code but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (818) 264-4644 or via email at [cwatanabe@afn-net.com](mailto:cwatanabe@afn-net.com).

### **B. Personal Trading with Material Interest**

AFN allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. AFN does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. AFN does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

AFN allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of AFN may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by AFN requiring reporting of personal securities trades by its Supervised Persons for review by the Supervised Persons' supervisor or the Chief Compliance Officer ("CCO"). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While AFN allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. At no time will AFN or any Supervised Person transact in any security to the detriment of any Client.

## **Item 12 – Brokerage Practices**

### **A. Recommendation of Custodian[s]**

AFN does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize AFN to direct trades to the Custodian as agreed in the investment advisory agreement. Further,

AFN does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where AFN does not exercise discretion over the selection of the Custodian, the Advisor will typically recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by AFN. As noted in Item 10, Advisory Persons of AFN are also Registered Representatives of DFPG, which necessitates that DFPG keep and maintain certain records and perform other compliance functions in relation to the advisory activities of AFN. These obligations require DFPG to coordinate with and have the cooperation of the Custodian[s] recommended by AFN. Accordingly, DFPG has established a limited list of Custodians in which AFN may recommend.

AFN will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian." AFN maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab (Please see Item 14 below).

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. **AFN does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, AFN does receive certain economic benefit from Schwab. Please see Item 14.**

**2. Brokerage Referrals** - AFN does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis," where AFN will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). AFN will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) the skill required of the Custodian. AFN will execute its transactions through the Custodian as directed by the Client. AFN may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by the wealth management team, and periodically by the CCO or delegate. Formal account reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or

large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify AFN if changes occur in his/her personal financial situation that might adversely affect his/her investment plan. Additional reviews may be triggered by a material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions, and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

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### **A. Compensation Received by AFN**

Supervised Persons of AFN, in their separate capacity, may receive additional compensation as noted in Item 10 – Other Financial Industry Activities and Affiliations. AFN may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, AFN may receive referrals of new Clients from a third-party.

#### Participation in Institutional Advisor Platform

AFN has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like AFN. As a registered investment advisor participating on the Schwab Advisor Services platform, AFN receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back-office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services to AFN that may not benefit the Client, including educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. AFN believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### Other Material Relationships

As noted in Item 10, Advisory Persons of AFN, in their separate capacity as Registered Representatives of DFIG, may recommend that Clients purchase various investment products of unaffiliated third parties which may also be corporate Clients of the Advisor. Advisory Persons of AFN receive commission for the implement of these investment products. The recommendation of these products presents a conflict of interest in that will be disclosed to the Client.

## **B. Client Referrals from Solicitors**

If an unaffiliated refferrer (herein a "Solicitor") introduces a Client to AFN, AFN may pay that Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. The Solicitor will disclose the nature of the referral relationship with AFN at the time of the solicitation. In addition, the Solicitor will provide each prospective client with a copy of this Disclosure Brochure, and a copy of the written disclosure statement from the Solicitor to the Client disclosing the terms and conditions of the Program between AFN and the Solicitor, including the compensation the Solicitor will receive from AFN.

## **C. Client Referrals to Dynasty for Investment Management**

AFN may refer certain Clients to Dynasty for investment management and related advisory services. Under this arrangement, AFN is considered a solicitor for Clients referred to Dynasty and is compensated by Dynasty from its investment advisory fees. AFN maintains a direct relationship with the Clients as well for other advisory services.

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## **Item 15 – Custody**

AFN is deemed to have custody of Client assets by the authority granted to us by Clients to deduct our investment advisory fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct AFN to utilize the Custodian for the Client's security transactions. AFN encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices."

AFN may also be deemed to have custody of Client assets if Clients authorize standing instructions for AFN to issue funds to a third-party, for example to accommodate the payment of insurance premiums. In such cases, AFN and the Custodian have implemented controls to protect against the unauthorized distribution or misappropriation of Client funds. AFN encourages Clients to review statements provided by the Custodian and contact AFN's CCO (Craig Watanabe, 818-965-7011 or [cwatanabe@afn-net.com](mailto:cwatanabe@afn-net.com)) if you have any questions.

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## **Item 16 – Investment Discretion**

AFN has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by AFN. The discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by AFN will be in accordance with each Client's investment objectives and goals.

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## **Item 17 – Voting Client Securities**

AFN does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies. However, the Client retains the sole responsibility for proxy decisions and voting.

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## **Item 18 – Financial Information**

Neither AFN nor its management has any adverse financial situations that would reasonably impair the ability of AFN to meet all obligations to its Clients. Neither AFN nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. AFN is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect fees of \$1,200 or more for services to be performed six months or more in advance.



## **American Financial Network Advisory Services, LLC**

### **Form ADV Part 2A Appendix 1 ("Wrap Fee Brochure")**

**Effective: December 8, 2017**

This Form ADV2A - Appendix 1 ("Wrap Fee Brochure") provides information about the qualifications and business practices for American Financial Network Advisory Services, LLC ("AFN") services when Client transaction costs are combined with investment advisory fees. This Wrap Fee Brochure shall always be accompanied by the AFN Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete AFN Disclosure Brochure or you have any questions about the contents of this Wrap Fee Brochure or the AFN Disclosure Brochure, please contact us at (818) 264-4644.

AFN is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Brochure provides information about AFN to assist you in determining whether to retain the Advisor.

Additional information about AFN and its Advisory Persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 160322.

## **Item 2 – Material Changes**

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Form ADV 2 - Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Brochure discusses wrap fee programs offering by the Advisor.

### Material Changes

The following are the material changes to the Disclosure Brochure:

- Craig R. Watanabe replaced Brett S. Ellen (CEO) as AFN's Chief Compliance Officer.
- AFN has updated our investment management fees, for additional details please refer to Item 5 below.
- AFN has updated our billing method for consulting fees, for additional details please refer to Item 5 below.
- Many of AFN's Advisory Persons are also Registered Representatives of a broker-dealer. On October 30, 2017, the Registered Representatives changed their affiliation from United Planners Financial Services of America to DFPG Investments, Inc. References to the broker-dealer have been updated in Items 5, 10, 12 and 14.

### Future Changes

From time to time, we may amend this Wrap Fee Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Brochure (along with the complete AFN Disclosure Brochure) or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of AFN.

At any time, you may view the current Disclosure Brochure including this Wrap Fee Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 160322. You may also request a copy of this Wrap Fee Brochure at any time, by contacting us at (818) 264-4644.

## **Item 3 – Table of Contents**

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## Item 4 – Services Fees and Compensation

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### A. Services

AFN provides customized wealth advisory services for its Clients. The AFN Wrap Fee Program (the “Wrap Fee Program”) is a fee Program that includes the investment advisory services provided by AFN along with the normal trading costs for securities transactions. AFN has negotiated transaction costs with the Custodian for a flat basis point fee instead of a per-transaction charge for each Client account.

AFN provides customized investment advisory solutions for its Clients, which are described in detail on Item 4 of the attached Form ADV2A – Disclosure Brochure. The Wrap Fee Program is not a different investment approach or service offering. It is simply a combined fee.

Details of this Wrap Fee Program are contained in this Appendix 1 but often reference back to the Form ADV2A – Disclosure Brochure which provides all details regarding the advisory services of AFN. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on AFN’s investment philosophy and related services.**

### B. Program Costs

Investment advisory fees are paid quarterly, in advance of each calendar quarter, under the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior quarter. The market value for Account[s] that utilize margin accounts are increased by the margin balance. Investment advisory fees are based on the following schedule. Upon reaching higher tiers of assets under management the reduced advisory fee applies to all assets under management.

Assets Under Management (\$)	Annual Rate (%)
Up to \$500,000	1.65%
\$500,001 to \$1,000,000	1.35%
\$1,000,001 to \$2,000,000	1.15%
\$2,000,001 to \$3,000,000	1.00%
\$3,000,001 to \$5,000,000	0.90%
Over \$5,000,000	Negotiable

Certain Clients may be offered a fee schedule with a fixed annual rate or other methodology. Services provided under this Wrap Fee Program may cost the Client more or less than paying for investment management services and transaction costs separately. The Frequency of trading, the size of accounts and the securities used to construct a portfolio are factors that drive the overall cost of managing a portfolio. Additional information regarding fees is included in Item 5 of Form ADV Part 2A – Disclosure Brochure.

AFN provides this Wrap Fee Program to provide a single fee that includes investment management and all normal securities transactions costs associated with AFN investment strategies. The Wrap Fee Program does not include securities transaction fees for Client-directed transactions. Further, the Wrap Fee Program does not include the underlying expenses of mutual funds and exchange-traded funds, which are deducted directly from these investments. Please see Item C. Fees below as well as Item 5.C. of the Disclosure Brochure. **Please see Item 5 – Fees and Compensation.**

### C. Fees

The AFN Wrap Fee Program includes typical securities trading costs incurred in connection with the discretionary investment management services provided by AFN. Securities transaction fees for Client-directed trades are borne by the Client. There are other fees charged by unaffiliated third parties that Clients should fully understand. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Brochure).

### D. Compensation

AFN is the sponsor and portfolio manager of this Wrap Fee Program. AFN receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Custodian for the costs associated with the normal trading activity in the Client’s account[s].

## **Item 5 – Account Requirements and Types of Clients**

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AFN offers investment advisory services to high net worth individuals, trusts, estates, charities, pension plans and institutional Clients. AFN generally does not impose a minimum account size for establishing a relationship. **Please see Item 7 of the Disclosure Brochure for additional details.**

## **Item 6 – Portfolio Manager Selection and Evaluation**

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### **A. Portfolio Manager Selection**

AFN serves as sponsor and as portfolio manager for the services under this Wrap Fee Program. AFN may also select unaffiliated investment advisors.

### **B. Related Persons**

AFN personnel serve as portfolio managers for all advisory accounts, including accounts under this Wrap Fee Program. AFN does not serve as a portfolio manager for any third-party wrap fee programs.

### **C. Supervised Persons**

AFN Supervised Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Brochure. Details of the advisory services provided are included in Item 4.A. of the Disclosure Brochure.

### **B. Methods of Analysis and Risk of Loss**

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Brochure) for details on the research and analysis methods employed by the Advisor. Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

### Performance-Based Fees

AFN does not charge performance-based fees.

### Proxy Voting

AFN does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies. However, the Client retains the sole responsibility for proxy decisions and voting.

## **Item 7 – Client Information Provided to Portfolio Managers**

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AFN is required to describe the type and frequency of the information it communicates to any external managers that may be involved in managing its Clients' investment portfolios. AFN serves as the sole portfolio manager under this Wrap Fee Program and, as such, the Advisor has no information to disclose in relation to regarding this Item.

## **Item 8 – Client Contact with Portfolio Managers**

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AFN is the sponsor and sole portfolio manager for this Wrap Fee Program. There is no restriction on the Client's ability to contact AFN.

## **Item 9 – Additional Information**

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### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

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American Financial Network Advisory Services, LLC  
23975 Park Sorrento, Suite 150, Calabasas, CA 91302  
Phone: (818) 264-4644 \* Fax: (818) 222-2769  
[www.afn-net.com](http://www.afn-net.com)

Please see Item 9 of the Disclosure Brochure for details on the affiliations of AFN and its Supervised Persons.

Other Financial Activities and Affiliations

Please see Items 10 and 14 of the AFN Disclosure Brochure as well as Items 4 and 5 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Brochure).

**B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

AFN has implemented a Code of Ethics that defines our fiduciary commitment to each Client. Details of this Code of Ethics and related practices are included in item 11 of the Disclosure Brochure.

Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of AFN under the supervision of the Chief Executive Officer and the Chief Compliance Officer. Details of the review policies and practices are provided in Item 13 of the Disclosure Brochure.

Other Compensation

Please see Item 14 – Other Compensation in the Disclosure Brochure (included with this Wrap Fee Brochure) for details on additional compensation that may be received by AFN or its Advisory Persons. Each Advisory Person's Brochure Supplement (also included with this Wrap Fee Brochure) provides details on any outside business activities and the associated compensation.

Financial Information

Neither AFN nor its management has any adverse financial situations that would reasonably impair the ability of AFN to meet all obligations to its Clients. Neither AFN nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. AFN is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in advance. Please see Item 18 of the Disclosure Brochure.

## Privacy Policy

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Effective: December 8, 2017

### Our Commitment to You

American Financial Network Advisory Services, LLC ("AFN" or the "Advisor") is committed to safeguarding the use of your personal information that we have as your Investment Advisor. AFN (also referred to as "we," "our" and "us") protects the security and confidentiality of the personal information we have and implements control to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you. Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything we can to maintain that trust.

AFN does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and proper business purposes in connection with the servicing and management of our relationship with you as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are outlined in this Privacy Policy.

### Why do you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What sources do we collect information from in addition to you?

Custody, brokerage, and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How we share your information?

RIAs do need to share personal information regarding its Clients to effectively implement the RIA's services. In the section below, we list some reasons we may share your personal information.

Basis for sharing	Sharing	Limitations
<p><b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed services to you consistent with applicable law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Processing transactions;</li> <li>• General account maintenance;</li> <li>• Responding to regulators or legal investigations; and</li> <li>• Credit reporting, etc.</li> </ul> <p>As Advisory Persons of AFN are also Registered Representatives of DFIG Investments, Inc. ("DFIG"), information for all Clients is shared with DFIG due to regulatory requirements.</p>	AFN may share this information.	Clients cannot limit the Advisor's ability to share.
<p><b>Administrators</b> We may disclose your non-public personal information to companies we hire to help administrate our business. Companies we hire to provide services of this kind are not allowed to use your personal information for their own purposes and are contractually obligated to maintain strict confidentiality. We limit their use of your personal information to the performance of the specific service we have requested.</p>	AFN may share this information.	Clients cannot limit the Advisor's ability to share.
<p><b>Marketing Purposes</b> AFN does not disclose and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where AFN or the Client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b></p>	AFN does not share personal information.	Clients cannot limit the Advisor's ability to share.
<p><b>Authorized Users</b> In addition, your non-public personal information may also be disclosed to you and persons we believe to be your authorized agent or representative.</p>	AFN does share personal information.	Clients can limit the Advisor's ability to share.
<p><b>Information About Former Clients</b> AFN does not disclose and does not intend to disclose, nonpublic personal information to non-affiliated third parties with respect to persons who are no longer our Clients.</p>	AFN does not share personal information regarding former Clients	Clients can limit the Advisor's ability to share.

#### How do we protect your information?

To safeguard your personal information from unauthorized access and use, we maintain physical, procedural and electronic safeguards. These include such safeguards as secure passwords, encrypted file storage, and a secure office environment.

Our employees are advised about AFN's need to respect the confidentiality of each Client's non-public personal information. We train our employees on their responsibilities.

We require third parties that assist in providing our services to you to protect the personal information they receive. This includes contractual language in our third-party agreements.

#### **Changes to our Privacy Policy.**

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise our Privacy Policy and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

#### **State specific regulations**

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
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**Questions:** You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (818) 264-4644 or via email at [cwatanabe@afn-net.com](mailto:cwatanabe@afn-net.com).